United States Court of Appeals
for the Second Circuit

APPELLANT'S APPENDIX

77-7009

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IN THE

United States Court of Appeals

For The Second Circuit

WILLIAM R. VAN GEMERT, ALBERT A. HENNING, EDWARD E. HOUCHINS, NATHAN PEARLMAN, ELIAS A. CHARIOTT, CHARLES K. DAVIS, ANDREAL HOLDING CORP., SAMUEL A. WEISS, IRWIN L. ISERT, JACK KIRSCHNER, CHARLES FRIEDMAN, H. MICHAEL ALBERS, ABRAHAM STERN, EDWARD KEMPLER, SIMEON A. SCHLOSS, JR., MARY JANE SCHLOSS SILVERMAN, SIMEON A. SCHLOSS, JR., and MARY JANE SILVERMAN, Trustees under the Last Will and Testament of Floretta Schloss Wile, DAVID M. BOTSFORD, MRS. SAMUEL LEMLER, LOUIS DAVIS, MRS. LEONARD C. DILL, JR., JOSEPH SCHLAGMAN, NATALIE K. WIGLER, ANN LOUISE DIAMOND, SAMUEL CHARDAVOYNE, WILLIAM M. JONES, MR. & MRS. H. DIENEMAN, MILTON HART, MARY LEVIN, FRANCES DAVIS, E. JULIAN DAVIS, ROBERT LEMLICH, ARTHUR FRISCH, MARIAN S. MITCHELL, VINCENTE J. BONNARD, HAROLD M. WHITE and MARGARET C. WHITE, MORRIS BERNSTEIN, WALTER L. EATON, ERNEST G. ANGEVINE, ABRAHAM PERCHICK, COMMITTEE FOR THE ESTATE OF MAX SCHNEIDER, an incompetent, FRANCIS H. SHOOBE, and ALBERT A. ARDITTI, GERTRUDE McNAUGHT, MRS. J. H. STEIN, JOAN S. BERMAN, J. DAVID STEIN, SARAH E. MORITZ, VIRGINIA W. STAUB, LOUIS BERGLAS, DR. JACK DIENER, DENNIS J. FINN, BERTHA J. WINER, JOANNE W. FINN and S. EDWARD MITTLER, for and in behalf of themselves and for all other holders of the BOEING COMPANY 4½% Convertible Subordinated Debentures, due July 1, 1980 who are similarly situated,

Plaintiffs-Appellants,

vs.

THE BOEING COMPANY (formerly BOEING AIRPLANE COMPANY), CLAIRMONT L. EGTVEDT, WILLIAM M. ALLEN, EDWARD C. WELLS, JAMES E. PRINCE, LOWELL P. MICKELWAIT, W. L. CAMPBELL, ARTEMUS L. GATES, CRAWFORD H. GREENEWALT, WILLIAM G. REED, D.E. SKINNER, THOMAS R. WILCOX, JOHN O. YEASTING and GEORGE H. WEYERHAEUSER,

Defendants-Appellees.

ON APPEAL FROM JUDGMENT OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

APPELLANTS' APPENDIX

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UNITED STATES COURT OF APPEALS
FILED
JAN 31 1977
A. DANIEL FUSARO, CLERK
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RELEVANT DOCKET ENTRIES

DATE	PROCEEDINGS	Date Order or Judgment Noted
July 7-66	Filed summons & ret--Served Boeing Co. 6-24-66--Chase Manhattan Bk.6-27-66-- Unable to find Artemus L.Gates--Served Thomas R.Wilcox 6-24-66	
Jul 15-66	Filed stip & order extending deft's time to ans to 8-12-66--Tyler,J	
July 15-66	Filed ANSWER of deft. Boeing Co.	[illegible]
July 19-66	Filed pltff's notice to take deposition of the following defts. T.R. Wilcox, Boeing Co. & the Chase Manhattan Bank.	
July 20-66	Filed defts. notice of motion for appointment of Rule 2 Judge.	
July 29-66	Filed Memo Endorsed on motion of 7-20-66. After hearing, this motion is denied without prejudice to renewal when the shortage of judicialmanpower in this district is relieved. So ordered, Ryan, Ch.J.	
July 28-66	Filed stip. & order ajourning the time of defts. Boeing Co, Wilcox & Chase Man. depositions to 9-20-66 Palmieri, J.	
Aug.10-66	Filed stip.& order --extending deft (Chase manhattan Bk) to answer to 9-15-66-Tenney,J.	
Aug. 15-66	Filed order-ordered that an explanatory note, in the form annexed hereto, be included with the notice to be sent by direct mailing as prescribed in the third ordering paragraph of the order to show causewherein dated 7-21-66 Ryan, Ch. J. m/n	
Aug. 29-66	Filed defts'(Boeing,etano) notice of mailing re: supplemental list of debenture holders	
Sep. 6-66	Filed affdvt. of service on persons in charge (filed in court)	
Sep. 6-66	Filed affdvt. of Robert F. Dobbin (filed in court)	
Sep. 12-66	Filed stip & order extending deft's (Chase Manhattan) time to answer to 10-18-66 --Levet,J.	
Sep. 13-66	Filed notice of appearance ~~xx~~ for Marian S. Mitchell.	
Sep. 23-66	Filed stip. & order adjourning depositions to 10-20-66-Bryan,J.	
Sep. 27-66	Filed affdvt.of S. Hazard Gillespie	
Sep. 27-66	Filed special appearance by Henry J. Hoff to object to his inclusion in a class represented by pltffs.	
Sep. 27-66	Filed defts'(Boeing & Wilcox) affdvt. & show cause order to determine action to be maintained as a class action,etc.- before Judge Ryan 3-29-66-Room 129	
Sep. 27-66	Filed memo endorsed on show cause order filed 9-27-66-This application is granted; see opinion filed herewith; submit order--Ryan,J.	
Sep. 27-66	Filed memorandum of pltffs. in support of motion for preliminary injunction	
Sep. 27-66	Filed memorandum of defts. in opposition to motion for preliminary injunction	
Sep. 27-66	Filed pltffs' affdvt. & notice of motion for a preliminary injunction-ret. before Ryan,J.-9-19-66-rm. 129-	
Sep. 27-66	Filed affdvt. of Everett I. Willis	
Sep. 27-66	Filed memo endorsed on pltffs' motion for preliminary injunction filed 9-27-66- Motion denied; So ordered--Ryan,J.-mailed notice	
Sep. 27-66	Filed affdvt. of S. Hazard Gillespie in opposition	
Sep. 27-66	Filed transcript of record of proceedings of 9-19-66	
Sep. 27-66	Filed Opinion #32,776--Motion to determine action as a class action is granted and that allthe actions pending in this court should be consolidated. Let an appropriate order be submitted granting the relief sought--Ryan,J.	
Sep 28-66	Filed application of Abraham Freedman that counsel in the Philadelphia action be permitted to participate in the within proceeding pending the formal transfer of the proceeding from Philadelphia to N.Y..	
Sep 28-66	Filed memo endorsed--application to participate granted--So Ordered--Ryan, Ch.J	
Sep 28-66	Filed petitioner's notice of motion for leave to appear & to extend time to file pleadings.	
Sep 28-66	Filed memo endorsed--motion to intervene as party pltff is granted--J. Weil is permitted to appear for J. Weil & S. Weil within 30 days designates an atty within this Dist.--So Ordered--Ryan,J	

(cont'd on page 2)

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BEST COPY AVAILABLE

Complaint in consolidated action

COMPLAINT IN CONSOLIDATED ACTION (Filed June 23, 1966)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- x

WILLIAM R. VAN GEMERT, ALBERT A. HENNING, EDWARD E. HOUCHINS, NATHAN PEARLMAN, ELIAS A. CHARIOTT, CHARLES K. DAVIS, ANDREAL HOLDING CORP., SAMUEL A. WEISS, IRWIN L. ISERT, JACK KIRSCHNER, CHARLES FRIEDMAN, H. MICHAEL ALBERS, ABRAHAM STERN, EDWARD KEMPLER, SIMEON A. SCHLOSS, JR., MARY JANE SCHLOSS SILVERMAN, SIMEON A. SCHLOSS, JR. and MARY JANE SILVERMAN, Trustees under the Last Will and Testament of Floretta Schloss Wile, DAVID M. BOTSFORD, MRS. SAMUEL LEMLER, LOUIS DAVIS, MRS. LEONARD C. DILL, JR., JOSEPH SCHLAGMAN, NATALIE K. WIGLER, ANN LOUISE DIAMOND, SAMUEL CHARDAVOYNE, WILLIAM M. JONES, MR. & MRS. H. DIENEMAN, MILTON HART, MARY LEVIN, FRANCES DAVIS, E. JULIAN DAVIS, ROBERT LEMLICH, ARTHUR FRISCH, MARIAN S. MITCHELL, VINCENTE J. BONNARD, HAROLD M. WHITE and MARGARET C. WHITE, MORRIS BERNSTEIN, WALTER L. EATON, ERNEST G. ANGEVINE, ABRAHAM PERCHICK, COMMITTEE FOR THE ESTATE OF MAX SCHNEIDER, an incompetent, FRANCIS H. SHOOBE, and ALBERT A. ARDITTI, GERTRUDE McNAUGHT, MRS. J. H. STEIN, JOAN S. BERMAN, J. DAVID STEIN, SARAH E. MORITZ, VIRGINIA W. STAUB, LOUIS BERGLAS, DR. JACK DIENER, DENNIS J. FINN, BERTHA J. WINER, JOANNE W. FINN and S. EDWARD MITTLER, for and in behalf of themselves and for all other holders of THE BOEING COMPANY 4 1/2% Convertible Subordinated Debentures due July 1, 1980 who are similarly situated,

Plaintiffs,

66 Civ. 1820

CONSOLIDATED ACTION

- against -

THE BOEING COMPANY (formerly BOEING AIRPLANE COMPANY), THE CHASE MANHATTAN BANK, CLAIRMONT L. EGTVEDT, WILLIAM M. ALLEN, EDWARD C. WELLS, JAMES E. PRINCE, LOWELL P. MICKELWAIT, W. L. CAMPBELL, ARTEMUS L. GATES, CRAWFORD H. GREENEWALT, WILLIAM G. REED, D. E. SKINNER, THOMAS R. WILCOX, JOHN O. YEASTING and GEORGE H. WEYERHAEUSER,

Defendants.

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Complaint in Consolidated Action

Plaintiffs, for their complaint herein, allege:

1. Jurisdiction is vested in this court by the Securities Exchange Act of 1934 as amended, the Securities Act of 1933 as amended, the Trust Indenture Act of 1939 and the principles of pendent jurisdiction. The jurisdiction of this court also rests upon diversity of citizenship.

2. Plaintiffs, whose names, states of residence and holdings of the debentures to be described are listed on Exhibit "A" hereto annexed, are holders of some of the 4 1/2% Convertible Subordinated Debentures due July 1, 1980 which were issued by Boeing Airplane Company (now The Boeing Company) on or about July 1, 1958. The said securities are hereinafter referred to as "the debentures".

3. Plaintiffs bring this action on behalf of themselves and of all of those holders of the debentures who did not convert the debentures on or before March 29, 1966 and of those who may have succeeded to the rights of such non-converting holders.

4. On information and belief, a) the debentureholders similarly situated are so numerous as to make joinder of all of them impracticable, b) the questions of law or fact, if any, are common to all of them, c) plaintiffs' claims are typical of the claims of the class and d) plaintiffs will fairly and adequately represent the interests of the class. add - Statute - beginning of action

5. On information and belief, defendant The Boeing Company (hereinafter referred to as "Boeing") is a corpora-

tion organized and doing business under the laws of the State of Delaware and carries on business from offices which it maintains within this District.

6. On information and belief, at all times hereinafter mentioned, all of the individual defendants (hereinafter referred to as "the directors") were and still are directors of Boeing and were and still are residents of the following States:

Director	State
✓ Clairmont L. Egtvedt	Washington
William M. Allen	Washington
Edward C. Wells	Washington
James E. Prince	Washington
Lowell P. Mickelwait	Washington
W. L. Campbell	Washington
Artemus L. Gates	New York
Crawford H. Greenewalt	Delaware
William G. Reed	Washington
D. E. Skinner	Washington
Thomas R. Wilcox	New York
George H. Weyerhaeuser	Washington
John O. Yeasting	Washington

On information and belief, the said directors knew or should have known of all of the acts, transactions and occurrences hereinafter set forth and participated therein or approved thereof and their liability for the matters hereinafter set forth is predicated on the foregoing facts.

7. On or about July 1, 1958 Boeing entered into an Indenture with The Chase Manhattan Bank (hereinafter referred to as "Chase") pursuant to which Chase acted as Trustee for the debenture issue which was in the aggregate principal amount of $30,597,600.

8. The prospectus issued by Boeing in connection with the sale of the debentures stated that the debentures

"may be redeemed" by Boeing prior to maturity "on not less than 30 days' nor more than 90 days' published notice" at varying, specified redemption prices.

9. The debentures (a copy of one of which is annexed hereto as Exhibit "B") provide in part:

> "The holder of this Debenture is entitled, at his option, at any time on or before July 1, 1930, or in case this Debenture shall be called for redemption prior to such date, up to and including but not after the tenth day prior to the redemption date, to convert this Debenture ***, at the principal amount hereof, or such portion hereof, into shares of Capital Stock of the Company, as said shares shall be constituted at the date of conversion, at the conversion rate of two shares of Capital Stock for each $100 principal amount of Debentures, or at the adjusted conversion rate in effect at the date of conversion determined as provided in the Indenture all in accordance with the terms and provisions of the Indenture."

and

> "The Debentures are subject to redemption as a whole or in part, at any time or times, at the option of the Company on not less than 30 nor more than 90 days' prior notice, as provided in the Indenture, at the following redemption prices (expressed in percentages of the principal amount):
>
> IF REDEEMED DURING THE 12 MONTHS' PERIOD ENDING JULY 1, *** 1966 103 1/4"

10. Article V, Sec. 5.02 of the Trust Indenture reads as follows:

> "In case the Company shall desire to exercise the right to redeem all or any part of the debentures, as the case may be, pursuant to Section 5.01, it shall publish prior to the date fixed for redemption a notice of such redemption at least twice in an Authorized Newspaper, the first such publication to be not less than 30 days and not more than 90 days before the date fixed for redemption. Such publication shall be in successive weeks but on any day of the week."

Complaint in Consolidated Action

11. Article 1, Sec. 1.01 of the Indenture defines "Authorized Newspaper" as

> "A newspaper printed in the English language and customarily published at least once a day for at least 5 days in each calendar week and of general circulation in the Borough of Manhattan, City of New York, N.Y., whether or not such newspaper is published on Saturdays, Sundays or legal holidays."

12. On or prior to February 28, 1966, Boeing decided to redeem all of the debentures which remained outstanding.

13. On or about February 28, 1966, Boeing and the directors issued to The New York Times a Press Release, a copy of which is hereto annexed as Exhibit "C" and which reads in part as follows:

> "The company's management was also authorized to call for redemption at a future date all of the company's outstanding 4 1/2 per cent convertible subordinated debentures." (Emphasis added).

14. On information and belief, said Press Release was the basis for a news article published in The New York Times on the 2nd day of March, 1966, a copy of which is annexed hereto as Exhibit "D".

15. On or about the 8th day of March, 1966, and the 18th day of March, 1966, Boeing and the directors caused to be published in The Wall Street Journal a purported notice of redemption of the debentures, a copy of which is annexed hereto as Exhibit "E".

16. On or about the 28th day of March, 1966, Boeing and the directors caused a purported notice in the form of Exhibit "E" to be published in The New York Times and in The Wall

Street Journal.

17. Plaintiffs are informed and believe that no notice of the call for redemption other than hereinbefore described was published or communicated in any manner to the debentureholders (other than those holding the debentures in registered form). ✓

18. The named plaintiffs received no actual notice of the call for redemption of the debentures and had no knowledge thereof until after March 29, 1966. ✓

19. On information and belief, those debentures which Boeing has converted were converted at the basic rate and should have been converted at the defined higher adjusted rate which would appear from available corporate reports to be 2.27 shares for each $100 (and despite any references herein to conversion at the basic rate, plaintiff reserves the right to establish the adjusted rate as greater than the basic rate).

20. On March 29, 1966, the closing price of the common stock on the New York Stock Exchange was $158.125 a share and on April 14, 1966 the stock reached $182 a share. ✓

21. Had plaintiffs and those similarly situated known of the call for redemption they would have delivered their debentures for conversion prior to March 29, 1966.

22. On receiving notice at various times after March 29, 1966 of the redemption call, various plaintiffs did tender their debentures for conversion and such tenders were

rejected as late. On information and belief, tenders by any and all other debentureholders after that date would have been useless for they would have been rejected.

✓

23. On or about May 17, 1966, Boeing common stock was split 2 for 1, thereby entitling plaintiffs to additional shares of common stock.

24. On or about May 27, 1966, stockholders were given rights to purchase at $53 a share one share for every 8 held.

25. On or about June 10, 1966, Boeing paid a cash dividend of 50¢ a share on the pre-split stock and plaintiffs were deprived of the dividends on the shares which they would have received on conversion.

26. On or about September 9, 1966 Boeing paid a cash dividend of 30¢ a share on the split stock and Boeing has declared a cash dividend of 30¢ a share on the split stock payable December 9, 1966, and plaintiffs are threatened with loss of these dividends on the shares which they would have had by virtue of the conversion, the split and the rights, if exercised.

27. On or about August 9, 1966, Boeing announced that on or about August 26, 1966, it would issue rights to stockholders to purchase new convertible debentures to be issued by Boeing.

28. By virtue of the foregoing, on information and belief, the aggregate loss to debentureholders who did not convert was approximately $4,000,000.

✓

Complaint in Consolidated Action

COUNT I

29. Plaintiffs reallege all of the allegations of Paragraphs 1 to 28 inclusive.

30. The jurisdiction of the court in this Count rests upon Section 10b and Section 27 of the Securities Exchange Act of 1934 as amended and Rule 10(b)(5) promulgated thereunder and Section 22 of the Securities Act of 1933 as amended.

31. Pursuant to the requirements of the foregoing statutes, Boeing prepared, published and circulated a prospectus in connection with the issuance of the debentures.

32. On information and belief, Boeing, with the intent to deceive and defraud the purchasers of the debentures omitted to state in the prospectus that debentureholders had the option to register their debentures and thereby become entitled to receive notice by mail of any call for redemption and omitted to set forth adequately the publication requirements as provided in the Indenture.

33. Had the prospectus set forth the option as to registration, on information and belief, plaintiffs and those similarly situated would have registered and would have received notice of redemption.

34. Had the prospectus set forth the terms of the Indenture as to publication, on information and belief, plaintiffs and those similarly situated would have taken precautions to be informed of such publication.

35. Such facts were material and in connection with the facts which were stated in the prospectus were necessary

in order that the purchasers might fully comprehend the statements made.

COUNT II

36. Plaintiffs reallege all of the allegations of Paragraphs 1 to 28 inclusive.

37. Jurisdiction is vested in this court by 15 U.S.C. 77 lll, 77 mmm, 77 nnn and 77 vvv (Sections 312, 313, 314 and 322 of the Trust Indenture Act of 1939), Act of May 27, 1933, c. 38 Title III, Sections 312, 313, 314 and 322 as added on August 3, 1939, c. 411, 53 Stat. 1161, 1165, 1167 and 1175.

38. The Trust Indenture Act of 1939, U.S.C. 77 aaa et seq. Act of May 27, 1933, Title III, as added August 3, 1939, c. 411.53 Stat. 1149 in U.S.C. 77 bbb (a) "declared that the national public interest and the interest of investors in ***debentures***are adversely affected" by, inter alia, failure "to provide a trustee to protect and enforce the rights and to represent the interest of such investors", lack by the trustee of "adequate rights and powers, or adequate duties and responsibilities" for such protection and enforcement, and

> "(4) when the obligor is not obligated to furnish to the trustee under the indenture and to such investors adequate current information as to its financial condition, and as to the performance of its obligations with respect to the securities outstanding under such indenture; or when the communication of such information as to the names and addresses of such investors generally is not available to the trustee and to such investor;"

and U.S.C. 77 bbb (b) provides:

> "and it is declared to be the policy of this subchapter, in accordance with which policy all the provisions of this subchapter shall be interpreted, to meet the problems and eliminate the practices, enumerated in this section, connected with such public offerings."

Complaint in Consolidated Action

39. In order to provide "to such investors adequate current information as to its financial condition, and as to the performance of its [the obligor's] obligations with respect to the securities" (Sec. 302(a)(4)) and so that "communication of such information to such investors is [not] impeded by the fact that information as to the names and addresses of such investors is not available" (id.) Sec. 312 of the Trust Indenture Act provides that the obligor shall furnish to the trustee from time to time bondholders' lists and pursuant thereto Article VIII, Sec. 8.01 of the Indenture reads in part as follows:

> "The Company covenants and agrees that it will furnish to the Trustee during the periods March 15 to March 31, inclusive and September 15 to September 30, inclusive, in each year beginning with March, 1959,***a list in such form as the Trustee may reasonably require containing all the information in the possession or control of the Company, or any of its paying agents other than the Trustee, as to the names and addresses of the holders of debentures obtained since the date as of which the next previous list, if any, was furnished."

40. On information and belief, in violation of Sec. 312 and in breach of Article VIII, Sec. 8.01 of the Indenture, Boeing did not furnish such names and addresses between March 15 and March 31, 1959 but, instead, sent a letter to Chase saying that it had no information as to such names and addresses other than was in the possession of Chase and Boeing has at no time since furnished such information but remains in continuing default.

41. On information and belief, the said letter from Boeing to Chase was untrue in that Boeing's subscription agent, First National City Bank of New York, had the subscription warrants and the names and addresses to which the debentures were forwarded, including plaintiffs' names and addresses whereas

Chase had only the names and addresses of banks which forwarded the January, 1959, coupons for collection and of such holders as may have forwarded their coupons directly.

42. On information and belief, Chase has retained all lists of those to whom it has paid for coupons and all lists, if any, received by it from the obligor from the inception of the debenture issue and had it received the names and addresses of subscribers and addressees who received the original debentures, it would have had such in March, 1966.

43. Further to provide investors with such information Sec. 314 of the Trust Indenture Act provides that the obligor shall furnish to the Trustee certain information and pursuant thereto Article VIII, Sec. 8.03 of the Indenture provides:

> "The Company covenants:
>
> (a) to file with the Trustee within 15 days after the Company is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any ~~of the~~ foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Commission pursuant to section 13 or section 15d of the Securities Exchange Act of 1934***"
>
> . . . .

44. Pursuant to Sec. 13 of the Securities Exchange Act of 1934 and the Rules promulgated thereunder and the said Article VIII, Sec. 8.03 of the Indenture, Boeing was required within ten days after the end of each month to file a Form 8k with the Securities and Exchange Commission, stating, *inter alia*, if "the rights of the holders of any class of registered securities have been materially modified, give the title of the class of securities involved and state briefly the general

effect of such modification upon the rights of holders of such securities."

45. On information and belief, Boeing violated the requirements of Sec. 314 of the Trust Indenture Act and was in breach of Article VIII, Sec. 8.03 in that although the redemption of the debentures was voted by Boeing's directors on February 28, 1966 and was advertised in the Wall Street Journal on March 8, 1966, Boeing filed no Form 8k in the month of March, 1966 for the month of February, 1966 and on or about April 11, 1966 filed Form 8k without any mention whatever of the said redemption or conversion; but instead filed such information on or about May 10, 1966 so that if the information was filed at all with Chase it was so done in May, 1966 rather than March, 1966 as provided by the said statute and Indenture.

46. Sec. 313 of the Trust Indenture Act further requires the Trustee to provide certain information to, among others, "all holders of indenture securities whose names and addresses have been furnished to or received by the Indenture Trustee pursuant to Section 312 of this title", and pursuant thereto Article VIII, Sec. 8.04 of the Indenture provides:

> "Reports by the Trustee:
>
> (a) on or before June 1, 1959, and on or before June 1 in every year thereafter, so long as any Debentures are outstanding hereunder, the Trustee shall transmit to the Debenture holders, as hereinafter in this Section 8.04 provided, a brief report dated as of the preceding April 1 with respect to:***
>
> 6. any action taken by the Trustee in the performance of its duties under this Indenture which it has not previously reported and which in its opinion materially affects the Debentures, except action in respect of a default, notice of which has been or is to be withheld by it in accordance with the provisions of section 9.10."

Complaint in Consolidated Action

47. The foregoing sections read together with Sec. 302 of the Trust Indenture Act fairly disclose the intent that the contents of Form 8k shall be made available to the Trustee in time to enable the Trustee to give timely notice to all investors whose names and addresses are available to it to protect their rights and interests.

48. Had Boeing delivered the names and addresses of the subscribers and the consignees of the debentures to Chase, had it in due time filed its Form 8k and transmitted a copy thereof to Chase and had it allowed more than 30 days from the date of first publication, on information and belief, Chase would have informed the investors of their conversion rights in adequate time to act; or had Boeing notified its stockholders of the redemption those who were original subscribers and continued to be holders, including plaintiffs, and perhaps others would have had due notice of their rights all within the intent of the Trust Indenture Act and within the interpretation directed by Sec. 302 thereof.

49. Boeing's specific violations above-stated, its deliberate failure to notify by mail stockholders many of whom, including plaintiffs, had subscribed to and had continued to hold the debentures, the deliberate shortening of the conversion time to less than the minimum time permitted by the debenture and less than the minimum time permitted for reasonable notice, and Boeing's deliberate failure to provide for failures to convert which could be due only to failure to receive notice, oversight, error or other cause beyond the control of the investors constituted a violation of the intent as well as the word of the Trust Indenture Act.

Complaint in Consolidated Action

50. By virtue of the foregoing plaintiffs and all those similarly situated are entitled to receive in exchange for their debentures a) the shares provided in the debentures as of March 29, 1966; b) the shares due on those shares by virtue of the stock split of May 17, 1966; c) the rights, including the opportunity to exercise them, on the shares which would have been held by them as of May 27, 1966; d) the rights to be issued with respect to the shares which they are entitled to have as of the date of issuance of such rights to purchase the August 26, 1966 debentures; and e) such cash dividends and other benefits as may accrue in the premises.

COUNT III

51. Plaintiffs reallege all of the allegations of Paragraphs 1 to 28 inclusive.

52. The provisions of the debenture for redemption on "not less than 30 nor more than 90 days' prior notice as provided in the Indenture" and of the prospectus "on not less than 30 days' and not more than 90 days' published notice" are in conflict with the terms of the Indenture that only "the first such publication to be not less than 30 days and not more than 90 days before *** redemption" and plaintiffs and those similarly situated are entitled to the most favorable interpretation, to wit, that publication will be complete not less than 30 days' before redemption.

53. No reasonable person reading the debenture would conclude that the Indenture might provide for only a single publication precisely 30 days before redemption and that publication might be made as close as 17 days before

redemption and 7 days before conversion, as is, in fact, provided in the Indenture, or 20 days before redemption and 10 days before conversion as was Boeing's purported notice. On reading the debenture, plaintiffs were entitled to believe that the Indenture would provide a reasonable form of notice which should be complete not less than 30 days before the redemption date and the Indenture did not so provide.

54. The purported notice further did not comply with the provision of the Indenture that the publication be in a newspaper of general circulation in Manhattan since the Wall Street Journal was not a newspaper of general circulation in Manhattan.

55. Accordingly, Boeing's purported notice did not comply with the notice requirements of the debenture.

COUNT IV

56. Plaintiffs reallege all of the allegations of Paragraphs 1 to 28 inclusive.

57. Jurisdiction is vested in this court by Sections 10(b) and 29(b) ofthe Securities Exchange Act of 1934.

58. The provisions of the debentures with respect to notice are deceptive under the said Section 10(b) and, therefore, void under the said Section 29(b) and the said press release and New York Times publication did not comply with law in that

(a) The debentures do not state that under the Trust Indenture the "published notice" requirements for redeeming the debentures might be satisfied by only two notices in a newspaper published in the Borough of Manhattan, City, County and State of New York.

(b) The debentures do not state that if the debentureholders registered their debentures a copy of any notice of redemption would be mailed by Boeing to the holders of the registered debentures at their last known addresses as they appear upon the books of Boeing.

(c) The debentures do not state the manner in which the debentures shall be called for redemption and, in particular, the manner in which notice of the call for redemption will be published.

(d) The Press Release and New York Times publication of the 2nd day of March, 1966 fail to state that as of the 28th day of February, 1966 Boeing had decided to redeem the debentures and, in fact, the Directors had so authorized redemption of the debentures on the 8th day of April, 1966.

COUNT V

59. Plaintiffs reallege all of the allegations of Paragraphs 1 to 28 inclusive.

60. The provision in the Indenture for notice of redemption was void because such notice was so inadequate and unreasonable as to be utterly unconscionable.

61. In view of the immense disparity between the value of the debenture with the conversion privilege and the debenture without the conversion privilege it was completely unconscionable for Boeing to purport to cut off the rights of the holders of thousands of debentures because their lack of

notice resulted in failure on their part to tender their debentures for conversion prior to March 29, 1966.

COUNT VI

62. Plaintiffs reallege all of the allegations of Paragraphs 1 to 28 inclusive.

63. The conversion of the debentures of those who received notice and the refusal to convert for those who did not resulted in an unjust enrichment of all stockholders who had owned no debentures and of those who received the notice and converted, all at the expense of plaintiffs and those similarly situated.

64. On information and belief, such discrimination resulted further from Boeing's conversion of debentures sent to it in envelopes postmarked on or prior to March 29, 1966 and received thereafter.

65. Those debentureholders with small holdings and those living outside of the Manhattan area were particularly subject to lack of notice both by the nature of the provisions of the Indenture and by the nature of the purported notice and were even more subject to the risk of unjust enrichment of other stockholders at their expense.

66. Such unjust enrichment is so unconscionable as to render void the discrimination in conversion between those who received notice and those who did not.

COUNT VII

26

67. Plaintiffs reallege each and every allegation of Paragraphs 1 to 28 inclusive.

Complaint in Consolidated Action

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68. Jurisdiction hereof is based on Section 14(a) of the Securities Exchange Act of 1934.

69. On or after February 28, 1966, Boeing and the directors caused to be mailed to stockholders a proxy statement in connection with an Annual and Special Meeting of stockholders to be held on April 25, 1966.

70. The said proxy statement made no reference whatever to the fact that on February 28, 1966, Boeing had decided to redeem the debentures; although the subject matter thereof included authorization of an increase in common shares.

71. The foregoing omission in said proxy statement constituted an omission of a material fact in willful violation of Section 14(a) of the Securities Exchange Act of 1934, and Rule 14A, promulgated by the Securities and Exchange Commission thereunder.

72. If said proxy statement had stated Boeing's intent and decision to redeem the debentures, plaintiffs and debentureholders similarly situated who were also shareholders of Boeing would have received notice of the redemption, and those plaintiffs and debentureholders similarly situated who were not shareholders of Boeing would have been more likely to receive notice of Boeing's intent to redeem the debentures.

COUNT VIII

455

73. Plaintiffs reallege each and every allegation of Paragraphs 1 to 28 inclusive.

74. On information and belief, in or about the month of July, 1958, Boeing entered into a "listing Agreement"

with the New York Stock Exchange relating to the listing of said debentures with the said Exchange which Listing Agreement provided, among other things, certain procedures to be followed by Boeing regarding publicity to be given to the Exchange and the general public upon the redemption of such debentures.

75. On information and belief, Boeing failed, neglected and refused to adhere to such publicity procedures and by reason thereof plaintiffs and all debentureholders similarly situated did not receive adequate, fair and reasonable notice of redemption of their debentures.

COUNT IX

76. Plaintiffs reallege all of the allegations of Paragraphs 1 to 28 inclusive.

77. On information and belief, Boeing intentionally and fraudulently has attempted to deprive plaintiffs and the other holders of the debentures of their substantial rights of conversion by failing to give due, reasonable, adequate and proper notice of The Boeing Company's election to redeem the debentures, thereby attempting to deprive plaintiffs and the other holders of the debentures of their substantial property rights.

COUNT X

78. Plaintiffs reallege all of the allegations of Paragraphs 1 to 28 inclusive.

79. Boeing and the directors owed and still owe a fiduciary duty to plaintiffs and all debentureholders similarly situated by reason of the following conditions, the existence of which Boeing and the directors knew or should have known:

Complaint in Consolidated Action

(a) Plaintiffs and all debentureholders similarly situated owned and held "bearer" (non-registered) debentures.

(b) The call of the debentures for redemption, the time at which the debentures were to be called, the number of times the redemption notice would be published and the manner and means by which notice of redemption would be communicated to debentureholders were solely within the control of Boeing and the directors.

(c) A vast number of debentureholders were also shareholders of Boeing.

(d) Upon conversion the debentures had a value in excess of three times the amount of the redemption price and a failure to convert by any debentureholder would result in a substantial loss to him.

(e) Most debentureholders were individuals as opposed to institutional or professional investors.

(f) The debentureholders did not negotiate or bargain with Boeing to establish the terms of the debenture or the Indenture with reference to the redemption procedure.

(g) Most of the debentureholders never saw the Indenture.

(h) Boeing and the directors knew that plaintiffs and most, if not all, of the debentureholders would rely on the debentures and would not read the Indenture.

80. Boeing and the directors violated their fiduciary duties to plaintiffs and all debentureholders similarly situated by:

(a) Giving to the debentureholders substantially less than 30 days' published notice of redemption instead of the maximum 90 days' notice.

(b) Publishing notice of redemption on only three occasions, the last such publication being just one day prior to the final date for conversion.

(c) Publishing notice of redemption in only one newspaper, namely, The Wall Street Journal, on three occasions and in a second newspaper, namely, The New York Times, on one occasion.

(d) Failing to correct the Press Release and The New York Times article which appeared on the 2nd day of March, 1966, which stated that redemption would occur "at a future date" when in fact the redemption had been authorized by the directors of Boeing on the 28th day of February, 1966, the directors had authorized the officers to publish the first notice of redemption on the 8th day of March, 1966, and in fact notice of redemption was published on the 8th day of March, 1966, only six days after said article appeared.

(e) Failing to include in the proxy statement to shareholders any mention of the redemption.

(f) Failing to send to shareholders who had purchased debentures pursuant to the original offering thereof, notice of redemption.

(g) Failing to send notice of redemption to debentureholders who had direct communications with Boeing, and by reason of such communications, Boeing had actual knowledge of their names and addresses.

(h) Failing to extend the period of conversion from the 29th day of March, 1966 after (i) learning that a considerable number of debentureholders were not aware of the notice of redemption until after the date for conversion had passed and (ii) receiving demands for such extension.

(i) Failing to extend the date for conversion after (i) learning that individual debentureholders had sustained losses in excess of $4,000,000.00, and (ii) receiving demands for such extension.

COUNT XI

81. Plaintiff Henning realleges all of the allegations of Paragraphs 1 to 28 inclusive.

82. At all times hereinafter mentioned, Henning was and still is the owner of debentures having an aggregate face value of $25,000.

83. In reliance upon the statement in The New York Times article published on the 2nd day of March, 1966 that the directors of Boeing were authorized to call debentures for redemption at a later date, Henning left New York on or about the 2nd day of March, 1966, to recuperate from an illness in Sharon, Massachusetts and remained in Massachusetts until on or about the 30th day of March, 1966.

84. Defendants knew or should have known that debentureholders, including Henning, would rely upon the aforesaid newspaper article and assume that the debentures would not be called for redemption until some later or future date.

85. Boeing and the directors failed and neglected to publish a correction of said newspaper article.

86. On information and belief, from on or about the 1st day of March, 1966 to on or about the 1st day of April,

1966, there was a newspaper strike in Massachusetts and Henning was unable to obtain either The New York Times or The Wall Street Journal.

87. Henning had no knowledge of the notice of redemption prior to the 30th day of March, 1966, the date after his right to convert his debentures expired.

88. On or about the 1st day of April, 1966, Henning demanded that Boeing permit him to convert his debentures but said demand was refused and Henning has been unable to convert any part of his debentures.

89. By reason of the premises Henning has sustained damages in the sum of $66,000.00.

COUNT XII

90. Plaintiffs reallege all of the allegations of Paragraphs 1 to 28 inclusive and 36 to 50 inclusive.

91. Upon information and belief, Chase was in breach of its duties under the Indenture in that on receipt by Chase of the letter referred to in Paragraph 40 above Chase well knew that such names and addresses were available to Boeing and should not have accepted the word of Boeing that Boeing had no further information as to names and addresses.

92. Upon information and belief, Chase was further in breach of its duties under the Indenture in failing to require notice to be sent to the various banks who transmitted coupons to it for collection and requesting such banks to give notice to the depositors of coupons and in failing to give like notice to those depositors of coupons whose names and addresses Chase had.

Complaint in Consolidated Action

COUNT XIII

93. Plaintiffs reallege all of the allegations of Paragraphs 1 to 28 inclusive.

94. Plaintiffs and all debentureholders similarly situated relied upon the terms of the debentures as to the notice of redemption that Boeing would be required to give if it desired to redeem the debentures.

95. Plaintiffs, and upon information and belief, all debentureholders similarly situated, never intended to examine the Indenture and, in fact, never saw the Indenture prior to the commencement of this action. Boeing knew or should have known that the Indenture would not be seen by the debentureholders and that the debentureholders would rely exclusively upon the terms on the face of the debentures. Since the terms of the Indenture relating to redemption and notice of redemption contained a material limitation on what would be reasonable notice, such terms cannot and do not form a part of the debentures and could not be and are not incorporated into the terms of the debentures, notwithstanding anything in the debentures to the contrary.

96. Boeing was thereby obligated to give to plaintiffs and all debentureholders similarly situated reasonable notice of redemption.

97. The purported notice of redemption by publication on two occasions in the Wall Street Journal during a two week period and by publication in the Wall Street Journal and the New York Times on the day before the right of conversion ended, was not reasonable, was unconscionable, against public policy, and void.

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Complaint in Consolidated Action

98. Plaintiffs and all debentureholders similarly situated relied upon the terms on the face of the debentures, and did not receive notice of redemption until after the date of conversion passed.

WHEREFORE, plaintiffs demand judgment:

1. directing defendants to deliver to plaintiffs as their interests may appear in return for their debentures the securities herein described and to afford to them the elections to exercise the rights above described or to receive the value of such rights at the time such rights were valid and to grant to plaintiffs such other benefits and rights as may have accrued to the holders of the debentures and the holders of the common stock of the company from March 29 to date;

2. that where necessary to make the debentureholders whole, defendants be directed to pay interest on the debentures;

3. directing that defendants grant to all other debentureholders who may be similarly situated like rights;

4. granting to plaintiffs and all members of the class of debentureholders similarly situated their damages sustained by reason of the wrongful acts herein set forth together with interest thereon;

5. awarding plaintiffs the costs and disbursements of this action and reasonable attorneys' and accountants' fees and expenses incurred by them in connection with this litigation;

6. granting such other and further relief as to the court may seem just in the premises.

NATHAN, MANNHEIMER, ASCHE
WINER & FRIEDMAN

By
Member of the Firm
295 Madison Avenue
New York, N. Y. 10017

MATSON, KASS, GOODKIND & WECHSLER

By
Member of the Firm
60 East 42nd Street
New York, N. Y. 10017

IRVING STEINMAN, ESQ.
11 Park Place
New York, N.Y. 10007

EXHIBIT A - SCHEDULE OF PLAINTIFFS ANNEXED TO FOREGOING COMPLAINT

Name	State	Amount
Bertha J. Winer, Trustee u/w Helen B. Jacobi July 1958-July 25, 1966		
Joanne W. Finn July 25, 1966-Sept 1, 1966		
Bertha J. Winer, Trustee u/ind Joanne Winer Finn Sept. 1, 1966 —	N.Y.	3,000
Arthur Frisch	N.Y.	3,000
Marion S. Mitchell	Michigan	5,000
Vincente J. Bonnard		
Sarah E. Moritz	Illinois	2,800
Virginia W. Staub	Illinois	600
S. Edward Mittler	Penn.	5,000
Dr. Jack Diener	D.C.	20,000
Louis Berglas	N.Y.	3,000
Dennis J. Finn	Florida	20,000
Harold M. White & Margaret C. White	Illinois	3,000
Morris Bernstein	Mass.	1,100
Walter L. Eaton	Mass.	100
Ernest G. Angevine	Mass.	1,000
Abraham Perchick	N.Y.	2,300
Committee for the Estate of Max Schneider, an incompetent	N.Y.	10,000
Frances H. Shoobe	N.Y.	3,000
Albert A. Arditti	N.Y.	5,000
Gertrude McNaught	Illinois	1,800
Mrs. J. H. Stein	Wisconsin	200
Joan S. Berman	Illinois	100
J. David Stein	Georgia	100

Exhibit A - Schedule of Plaintiffs Annexed to Foregoing Complaint

Name	State	Amount
William R. Van Gemert	Mass.	$ 1000
Albert A. Henning	N.Y.	$25,000
Edward E. Houchins	Penn.	$1400
Nathan Pearlman	Ohio	3000
Elias A. Chariott	Penn.	20,000
Charles K. Davis	Mass.	1900
Andreal Holding Corp.	N.Y.	10,000
Samuel A. Weiss	N.Y.	500
Irwin L. Isert	N.Y.	200
Jack Kirsch~~man~~ner	N.Y.	400
Charles Friedman	Conn.	500
H. Michael Albers	Penn.	10,000
Abraham Stern	N.Y.	5,000
Edward Kempler	N.Y.	1,400
Simeon E. Schloss, Jr.	North Carolina	500
Mary Jane Schloss Silverman	Penn.	300
Simeon A. Schloss, Jr. etc.	North Carolina	300
Davis M. Bodtsford	California	3,000
Mrs. Samuel Lemler	N.Y.	800
Louis Davis	N.Y.	1,000
Mrs. Leonard C. Dill, Jr.	Penn.	200
Joseph Schlagman	N.Y.	500
Natalie K. Wigler	N.Y.	2,000
Ann Louise Diamond	N.Y.	100
Samuel Chardavoyne	N.Y.	1100
William M. Jones	Illinois	500
Mr. & Mrs. H. Dieneman	Illinois	200
Milton Hart	N.J.	200
Mary Levin	Penn.	2,500
Frances Davis	Missouri	2,000
E. Julian Davis	Florida	3,700
Robert Lemlick	Ohio	100

EXHIBIT B - COPY OF DEBENTURE ANNEXED TO FOREGOING COMPLAINT

A 030

1000 1000

BOEING AIRPLANE COMPANY

NUM 1404 NUM 1404

4½% CONVERTIBLE SUBORDINATED DEBENTURE, DUE JULY 1, 1980

Boeing Airplane Company, a Delaware corporation (herein called the Company), for value received, hereby promises to pay to bearer (or, if this Debenture be registered as to principal, then to the registered holder hereof) at the office or agency of the Company in the Borough of Manhattan, The City of New York, New York, the principal sum of

ONE THOUSAND DOLLARS ($1,000)

on July 1, 1980, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal sum at the rate of 4½% per annum at such office or agency in like coin or currency from July 27, 1958, semi-annually on January 1 and July 1 in each year until payment of said principal sum has been made or duly provided for, but, until maturity, only upon presentation and surrender of the interest coupons hereto annexed, as they severally mature.

This Debenture is one of a duly authorized issue of Debentures of the Company, limited to the aggregate principal amount of $30,397,000, known as its 4½% Convertible Subordinated Debentures, due July 1, 1980 (herein called the "Debentures"), issued or to be issued under an indenture dated July 1, 1958 (herein called the "Indenture"), between the Company and The Chase Manhattan Bank, Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holders of the Debentures and coupons.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of all Debentures may be declared, and upon such declaration shall become, due and payable, in the manner and with the effect provided in the Indenture. As provided in the Indenture and subject to certain conditions, any such declaration may be rescinded by the holders of a majority in aggregate principal amount of the Debentures outstanding upon payment of all principal, premium and interest then due otherwise than by acceleration. Such holders may also, prior to such declaration, waive any past default under the Indenture and its consequences except a default in the payment of the principal of, premium, if any, or interest on, any of the Debentures. Any such waiver or any consent by the holder of this Debenture (unless revoked as provided in the Indenture) shall be conclusive and binding upon such holder and upon all future holders and owners of this Debenture and of any Debenture issued in exchange or substitution therefor, irrespective of whether or not any notation of such consent or waiver is made upon this Debenture.

The indebtedness evidenced by the Debentures and any coupons appertaining thereto is, to the extent provided in the Indenture, subordinate and subject in right of payment to the prior payment in full of all Senior Indebtedness as defined in the Indenture, and this Debenture is issued subject to such provisions, and each holder of this Debenture and any coupon appertaining hereto, by accepting the same, agrees to and shall be bound by such provisions.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than 66⅔% in aggregate principal amount of the Debentures at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the holders of the Debentures and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any Debentures, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, or reduce any premium payable on the redemption thereof, or impair the right, as set forth in the Indenture, to convert the Debentures, without the consent of the holder of each Debenture so affected, or (ii) reduce the aforesaid percentage of Debentures, the consent of the holders of which is required for any such supplemental indenture, without the consent of the holders of all Debentures then outstanding.

No reference herein to the Indenture and no provision of this Debenture or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Debenture at the places, at the respective times, at the rate and in the currency herein prescribed.

The holder of this Debenture is entitled, at his option, at any time on or before July 1, 1980, or in case this Debenture shall be called for redemption prior to such date, then to and including but not after the tenth day prior to the redemption date, to convert this Debenture (or, if this Debenture is of a denomination greater than $100, any portion of the principal amount which is $100 or an integral multiple thereof), at the principal amount hereof, or such portion hereof, into shares of Capital Stock of the Company, as said shares shall be constituted at the date of conversion, at the conversion rate of two shares of Capital Stock for each $100 principal amount of Debentures, or at the adjusted conversion rate in effect at the date of conversion determined as provided in the Indenture, all in accordance with the terms and provisions of the Indenture. As provided in the Indenture, the conversion rate is subject to adjustment in certain cases as set forth therein. No adjustment is to be made on conversion for interest accrued hereon or for dividends on securities issued on conversion. The Company is not required to issue fractional shares upon any such conversion, but shall make adjustment therefor in cash on the basis of the current market value of any fractional interest as provided in the Indenture.

In case of a partial conversion of this Debenture the holder shall receive a new Debenture or Debentures in authorized denominations in an aggregate principal amount equal to the unconverted portion of this Debenture.

The Debentures are issuable as coupon Debentures, registrable as to principal, in denominations of $100, $500 and $1,000 and as registered Debentures without coupons in denominations of $1,000 and any multiple of $1,000. As provided and subject to the limitations set forth in the Indenture and upon payment of charges as therein provided, the coupon Debentures and registered Debentures without coupons of any denomination are exchangeable for other Debentures of any other authorized denomination or denominations of an equal aggregate principal amount, as requested by the holder surrendering the same at the office or agency of the Company in the Borough of Manhattan, The City of New York, New York.

The Debentures are subject to redemption as a whole or in part, at any time or times, at the option of the Company, on not less than 30 nor more than 90 days' prior notice, as provided in the Indenture, at the following redemption prices (expressed in percentages of the principal amount):

IF REDEEMED DURING THE 12 MONTHS' PERIOD ENDING JULY 1,

Year	Percentage	Year	Percentage	Year	Percentage
1959	105¼	1966	103¼	1973	101½
1960	105	1967	103	1974	101¼
1961	104½	1968	102¾	1975	101
1962	104¼	1969	102½	1976	100¾
1963	104	1970	102¼	1977	100½
1964	103¾	1971	102	1978	100¼
1965	103½	1972	101¾		

and thereafter at 100% of the principal amount thereof, in each case together with accrued interest to the date fixed for redemption.

The Debentures are also subject to redemption in part, pursuant to the terms of the sinking fund provided in the Indenture, on January 1, 1966 and on any January 1 thereafter, to and including January 1, 1979, on notice as set forth above, at 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption.

This Debenture shall pass by delivery except while registered as to principal. This Debenture may be registered as to principal upon presentation at the office or agency of the Company in the Borough of Manhattan, The City of New York, New York, such registration being noted hereon, after which no transfer hereof shall be valid unless made, as provided in the Indenture, at such office or agency by the registered holder hereof or by his attorney duly authorized in writing and similarly noted hereon, but this Debenture may be discharged from such registration by like transfer to bearer noted hereon, whereupon transferability by delivery shall be restored. Such registration, however, shall not affect the transferability by delivery of the coupons for the interest hereon, and such coupons shall continue to be payable to bearer and transferable by delivery. No service charge shall be made for any such registration, transfer or discharge from registration, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

The Company, the Trustee, any paying agent, any conversion agent and any Debenture registrar may deem and treat the bearer hereof, or, if registered as to principal, the registered holder hereof, and the bearer of any coupon appertaining hereto, whether or not this Debenture shall be registered as to principal, as the absolute owner of this Debenture or such coupon, as the case may be (whether or not this Debenture or such coupon shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Company or any Debenture registrar), for the purpose of receiving payment hereof or on account hereof or of such coupon, as the case may be, and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any conversion agent nor any Debenture registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or premium, if any, or the interest on this Debenture, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator, or against any past, present or future stockholder, director or officer, as such, of the Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

Neither this Debenture nor any coupon appertaining hereto shall be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture.

In Witness Whereof, Boeing Airplane Company has caused this Debenture to be signed manually or by facsimile by its President or one of its Vice Presidents and by its Secretary or one of its Assistant Secretaries and has caused a facsimile of its corporate seal to be affixed hereunto or imprinted hereon, and coupons for interest bearing the facsimile signature of its Treasurer to be attached hereto.

Boeing Airplane Company

DATED JULY 1, 1958.

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Debentures referred to in the within-mentioned Indenture.

THE CHASE MANHATTAN BANK,
as Trustee

By
Authorized Officer

EXHIBIT "B"

By William M. Allen
President

BEST COPY AVAILABLE

A 031

FROM: Mark E. Nevils
THE BOEING COMPANY
International Bldg., #3962
New York City 10020
JUdson 6-8960

FOR IMMEDIATE RELEASE

MONDAY, FEBRUARY 28, 1966

BOEING ANNUAL REPORT ANNOUNCED

SEATTLE, Wash., Feb. 28 - (SPECIAL) - Net earnings of $78,268,000 for the year of 1965 on sales of $2,023,462,000 were reported today for The Boeing Company by William M. Allen, president, at the monthly board meeting. Earnings in 1964 were $45,324,000 on sales of $1,992,726,000.

Allen also reported that the board of directors will recommend that the stockholders approve an increase in the authorized capital stock of the company from 10 million to 30 million shares. He further stated that if the stockholders approved such increase in capital stock, it is the present intention of the board to split the stock on a 2 for 1 basis and to establish a quarterly cash dividend of 30 cents per share on the split shares.

The board also indicated that the regular second quarter cash dividend of 50 cents per share will be paid on the stock currently outstanding as of a record date to be established at a later meeting.

The company's management was also authorized to call for redemption at a future date all of the company's outstanding 4½ per cent convertible subordinated debentures.

The 1965 earnings figures represent a 3.9 per cent profit margin. Earnings per share for 1965 on the 8,187,140 shares outstanding were $9.56 compared with $5.64 in 1964.

Commercial sales for the year were $1,003,000,000; missiles and space, $609,000,000 and military aircraft, $411,000,000.

The backlog on December 31, 1965 was $3,148,000,000 compared with $1,844,000,000 on the same date in 1964. Major contributor to the backlog were orders for 418 commercial jet aircraft, announced during the year.

-more-

EXHIBIT A-1

"C"

In commenting on the increased profitability, Allen said: "It is primarily attributable to continued favorable development on the commercial jet transport and military helicopter programs. Our policy of charging research, development, testing and certain other initial production costs against earnings in the earlier phases of commercial jet transport and straight fixed-price military programs is properly conservative in light of the high risk nature of such programs. It results in reported profit margins in the later stages of a successful program being substantially higher than cumulative overall program margins."

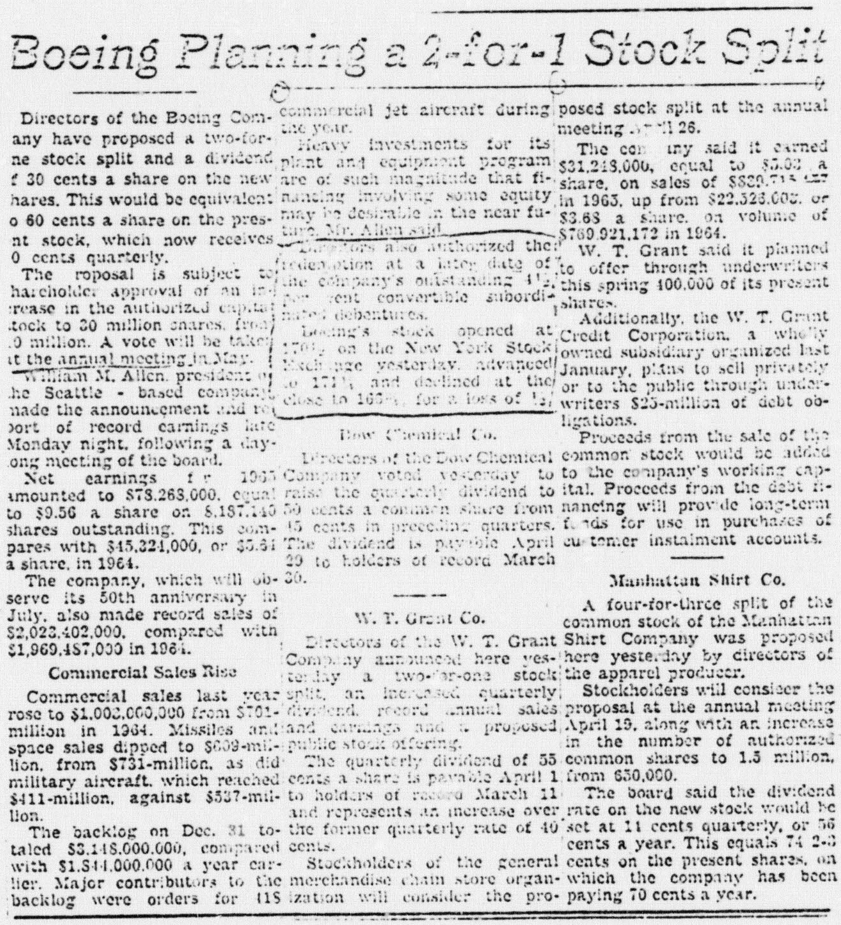
With increased commercial jet transport deliveries, helicopter production doubled and other major company programs on a profitable basis, Allen said that sales and earnings should remain at a relatively high level during 1966. He pointed out, however, that the high volume of commercial sales is due to a considerable extent to the rapid growth in air travel. He added that while it is confidently expected that growth will continue, the rate of growth is dependent upon various factors which cannot be accurately predicted. He stated that in the international field Boeing competes with companies which are either nationally owned or subsidized and that domestically the number of companies competing for government business in the aerospace field has increased sharply.

"It has always been our position, however, that competition makes for a better product and a more aggressive company," he said.

In looking to the future, Allen said that increasingly heavy investments for plant equipment and other requirements will be necessary to meet the demand for commercial jet transports and military helicopters and to provide the resources necessary to support current and prospective missile, space and military aircraft programs.

He added that such investments are of such magnitude that a financing program involving some equity may be desirable in the near future.

EXHIBIT A-1



Boeing Planning a 2-for-1 Stock Split

Directors of the Boeing Comany have proposed a two-forne stock split and a dividend f 30 cents a share on the new hares. This would be equivalent o 60 cents a share on the presnt stock, which now receives 0 cents quarterly.

The roposal is subject to hareholder approval of an increase in the authorized capital stock to 30 million shares, from 0 million. A vote will be taken at the annual meeting in May.

William M. Allen, president of the Seattle-based company made the announcement and report of record earnings late Monday night, following a day-long meeting of the board.

Net earnings for 1965 amounted to $78,263,000, equal to $9.56 a share on 8,187,140 shares outstanding. This compares with $45,324,000, or $5.61 a share, in 1964.

The company, which will observe its 50th anniversary in July, also made record sales of $2,023,402,000, compared with $1,969,487,000 in 1964.

Commercial Sales Rise

Commercial sales last year rose to $1,002,000,000 from $701-million in 1964. Missiles and space sales dipped to $609-million, from $731-million, as did military aircraft, which reached $411-million, against $537-million.

The backlog on Dec. 31 totaled $3,148,000,000, compared with $1,844,000,000 a year earlier. Major contributors to the backlog were orders for 118 commercial jet aircraft during the year.

Heavy investments for its plant and equipment program are of such magnitude that financing involving some equity may be desirable in the near future, Mr. Allen said.

Directors also authorized the redemption at a later date of the company's outstanding 4½ per cent convertible subordinated debentures.

Boeing's stock opened at 170½ on the New York Stock Exchange yesterday, advanced to 171¼, and declined at the close to 166¾, for a loss of 1½.

Dow Chemical Co.

Directors of the Dow Chemical Company voted yesterday to raise the quarterly dividend to 50 cents a common share from 45 cents in preceding quarters. The dividend is payable April 29 to holders of record March 30.

W. T. Grant Co.

Directors of the W. T. Grant Company announced here yesterday a two-for-one stock split, an increased quarterly dividend, record annual sales and earnings and a proposed public stock offering.

The quarterly dividend of 55 cents a share is payable April 1 to holders of record March 11 and represents an increase over the former quarterly rate of 40 cents.

Stockholders of the general merchandise chain store organization will consider the proposed stock split at the annual meeting April 26.

The company said it earned $31,218,000, equal to $5.03 a share, on sales of $839,715,427 in 1965, up from $22,526,000, or $3.68 a share, on volume of $769,921,172 in 1964.

W. T. Grant said it planned to offer through underwriters this spring 400,000 of its present shares.

Additionally, the W. T. Grant Credit Corporation, a wholly owned subsidiary organized last January, plans to sell privately or to the public through underwriters $25-million of debt obligations.

Proceeds from the sale of the common stock would be added to the company's working capital. Proceeds from the debt financing will provide long-term funds for use in purchases of customer instalment accounts.

Manhattan Shirt Co.

A four-for-three split of the common stock of the Manhattan Shirt Company was proposed here yesterday by directors of the apparel producer.

Stockholders will consider the proposal at the annual meeting April 19, along with an increase in the number of authorized common shares to 1.5 million, from 650,000.

The board said the dividend rate on the new stock would be set at 14 cents quarterly, or 56 cents a year. This equals 74 2-3 cents on the present shares, on which the company has been paying 70 cents a year.

EXHIBIT B

"D"

EXHIBIT E - NOTICE IN WALL STREET JOURNAL ANNEXED TO FOREGOING COMPLAINT

The Boeing Company

(formerly Boeing Airplane Company)

Notice of Redemption of

4½% Convertible Subordinated Debentures, due July 1, 1980

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of the Indenture dated July 1, 1958, between Boeing Airplane Company (now The Boeing Company) (hereinafter called the Company) and The Chase Manhattan Bank (now The Chase Manhattan Bank [National Association]), Trustee, the Company has exercised its option to and will redeem, on April 8, 1966, all of its outstanding 4½% Convertible Subordinated Debentures, due July 1, 1980 (hereinafter called the Debentures), at the redemption price of 103.25% of the principal amount thereof, together with accrued interest to said redemption date.

On and after April 8, 1966, interest on the Debentures shall cease to accrue and the coupons for interest maturing after said date shall be void.

Payment of the redemption price, with accrued interest to the date fixed for redemption, will be made at the principal office of the Trustee upon presentation and surrender for redemption, on or after April 8, 1966, of the Debentures with all coupons appertaining thereto, if any, maturing after the date fixed for redemption. Coupons maturing prior to the redemption date should be detached and surrendered for payment in the usual manner. The Debentures should be presented at The Chase Manhattan Bank N.A. (Corporate Agency Department), 80 Pine Street, New York, New York 10015.

CONVERSION RIGHT

Subject to the provisions of the Indenture, the holder of a Debenture is entitled at his option to convert such Debenture, or any portion thereof which is $100 principal amount or a multiple thereof, into shares of Capital Stock of the Company. This right of conversion will terminate at the close of business on March 29, 1966. The conversion rate now in effect is 2 shares of Capital Stock for each $100 principal amount of Debentures. As provided in the Indenture, no adjustment shall be made for interest accrued on any Debenture surrendered for conversion or for dividends on shares of Capital Stock issuable upon conversion of any Debenture.

From January 1, 1965 through March 3, 1966, the sales price for the Common Stock of the Company on the New York Stock Exchange ranged from a high of $175.25 to a low of $50.375 per share. On March 3, 1966, the last sale of such Common Stock on such Stock Exchange was at $158.25 per share. So long as the market price of Common Stock is $52.24 or more per share, a Debentureholder would receive, upon conversion of Debentures, Common Stock having a greater market value than the cash which such holder would receive if he surrendered Debentures for redemption.

The Boeing Company
By DEAN D. THORNTON, Treasurer

Dated: March 3, 1966

EXHIBIT "E"

7

ANSWER OF DEFENDANTS BOEING AND WILCOX (Filed January 11, 1967)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- x

WILLIAM R. VAN GEMERT, et al., Plaintiffs,	66 Civ. 1820 CONSOLIDATED ACTION
-against-	
THE BOEING COMPANY, et al., Defendants.	ANSWER OF DEFENDANTS BOEING AND WILCOX

- x

Defendants, The Boeing Company ("Boeing") and Thomas R. Wilcox by their attorneys, Davis Polk Wardwell Sunderland & Kiendl, for their answer to the consolidated amended complaint ("complaint"):

1. Deny the allegations of paragraph 1 of the complaint.

2. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2 of the complaint except admit that, pursuant to a trust indenture dated July 1, 1958, Boeing issued 4 1/2% convertible subordinated debentures due July 1, 1980.

3. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 3 of the complaint except admit that this action purports to be brought for the benefit of plaintiffs and all similarly situated holders of Boeing's 4 1/2% convertible subordinated debentures due July 1, 1980.

4. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 4 of the complaint, except admit that by order entered October 4, 1966 it has been determined that this action is to be maintained as a class action within Rule 23(a) and (b)(1) and (2) of the Federal Rules of Civil Procedure on behalf of all holders of The Boeing Company 4 1/2% convertible subordinated debentures due July 1, 1980 who failed to convert said debentures on or prior to March 29, 1966.

5. Admit the allegations of paragraph 5 of the complaint.

6. Deny the allegations of paragraph 6 of the complaint, except admit that the persons named therein are (with the exception of Clairmont L. Egtvedt) directors of Boeing and reside in the states set forth opposite their names.

7. Admit the allegations of paragraph 7 of the complaint.

8. Deny the allegations of paragraph 8 of the complaint, and make reference to said prospectus for the full contents thereof. On page 17 of said prospectus under a heading entitled, "Description of the Convertible Subordinated Debentures" it is stated:

> "The Convertible Subordinated Debentures are to be issued under an Indenture to be dated July 1, 1958 between the Company and The Chase

> Manhattan Bank, Trustee. A copy of the Indenture in the form in which it will be executed is filed as an Exhibit to the Registration Statement. References are to the Indenture, and wherever particular provisions are referred to, such provisions are incorporated by reference as a part of the statement made, and the statement is qualified in its entirety by such reference. Wherever a defined term is indicated, the definition thereof is contained in § 1.01 of the Indenture."

Under a subheading "Redemption" to the above-entitled heading on page 17 of said prospectus, it is further stated:

> "Optional Redemption. The Convertible Subordinated Debentures may be redeemed by lot at the option of the Company, as a whole at any time or in part from time to time (provided in either case that at the time the notice of redemption is first published it is not in default in the payment of any Senior Indebtedness), on any date prior to maturity, on not less than 30 days' nor more than 90 days' published notice, at the following redemption prices (expressed in percentages of the principal amount); [table of redemption values omitted] and thereafter at 100% of the principal amount thereof, together with accrued interest to the date of redemption (§ 5.01(a) and § 5.02)."

Section 5.01 referred to in the above quotation from page 17 of the prospectus deals with the right of redemption and redemption prices and sets forth the same table of redemption values set forth on page 17 of the prospectus. Section 5.02 referred to on page 17 of the prospectus deals with the manner of giving notice of redemption and partial redemptions, including the giving of written notice to registered holders of the debentures. Reference is hereby made to the Indenture for the full contents thereof.

9. Deny the allegations of paragraph 9 of the complaint, except admit that on the face of each debenture,

reference to which is hereby made for its full contents, the following provisions are set forth:

> "This Debenture is one of a duly authorized issue of Debentures of the Company, limited to the aggregate principal amount of $30,597,600, known as its 4 1/2% Convertible Subordinated Debentures, due July 1, 1980 (herein called the 'Debentures'), issued or to be issued under an indenture dated July 1, 1958 (herein called the 'Indenture'), between the Company and The Chase Manhattan Bank, Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holders of the Debentures and coupons.
>
> . . . . . .
>
> The Debentures are subject to redemption as a whole or in part, at any time or times, at the option of the Company, on not less than 30 nor more than 90 days' prior notice, as provided in the Indenture, at the following redemption prices (expressed in percentages of the principal amount): . . .
>
> . . . . .
>
> This Debenture may be registered as to principal upon presentation at the office or agency of the Company, in the Borough of Manhattan, The City of New York, New York, . . . "

Reference is hereby made to the Indenture referred to in the foregoing quote for the full contents thereof.

10. Deny the allegations of paragraph 10 of the complaint and make reference to the indenture for the complete terms thereof.

11. Deny the allegations of paragraph 11 of the complaint and make reference to the indenture for the complete terms thereof.

12. Admit the allegations of paragraph 12 of the complaint and allege that on February 28, 1966 the Board of Directors of Boeing authorized designated officers of Boeing to call for said redemption on a date to be selected by them.

13. Deny the allegations of paragraph 13 of the complaint, except admit that on February 28, 1966 Boeing issued a press release, reference to which is hereby made for the full and accurate contents thereof.

14. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 14 of the complaint, except admit that Exhibit D attached to the complaint is a true copy of an article which appeared in The New York Times on March 2, 1966.

15. Admit the allegations of paragraph 15 of the complaint, except deny the word "purported".

16. Admit the allegations of paragraph 16 of the complaint, except deny the word "purported".

17. Deny the allegations of paragraph 17 of the complaint.

18. Deny the allegations of paragraph 18 of the complaint.

19. Deny the allegations of paragraph 19 of the complaint, except admit that debentures when offered for conversion within the terms of the indenture were converted into capital stock of Boeing in accordance with the basic rate as described in the indenture.

Answer of Defendants Boeing and Wilcox

20. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 20 of the complaint, except admit that on March 29, 1966 the closing price of the capital stock on the New York Stock Exchange was $158.125 a share.

21. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 21 of the complaint.

22. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 22 of the complaint, except admit that tenders of debentures for conversion not made in accord with the indenture, prospectus, debenture and notice of redemption were and would be refused.

23. Deny the allegations of paragraph 23 of the complaint, except admit that on or about May 17, 1966 Boeing capital stock was split 2 for 1 by a 100% stock dividend.

24. Deny the allegations of paragraph 24 of the complaint, except admit that on or about May 27, 1966 stockholders of record as of May 26, 1966 were given rights to purchase at $53 a share, one (1) share of Boeing capital stock for every eight (8) shares held.

25. Deny the allegations of paragraph 25 of the complaint, except admit that on or about June 10, 1966 Boeing paid a cash dividend of 50¢ a share to shareholders of record as of May 3, 1966.

26. Deny the allegations of paragraph 26 of the complaint, except admit that on or about September 9, 1966 Boeing paid a cash dividend of 30¢ per share to stockholders of record as of August 5, 1966.

27. Admit the allegations of paragraph 27 of the complaint.

28. Deny the allegations of paragraph 28 of the complaint.

As to Count I

29. Answering paragraph 29 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

30. Deny the allegations of paragraph 30 of the complaint.

31. Admit the allegations of paragraph 31 of the complaint.

32. Deny the allegations of paragraph 32 of the complaint.

33. Deny the allegations of paragraph 33 of the complaint.

34. Deny the allegations of paragraph 34 of the complaint.

35. Deny the allegations of paragraph 35 of the complaint.

Answer of Defendants Boeing and Wilcox

As to Count II

36. Answering paragraph 36 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

37. Deny the allegations of paragraph 37 of the complaint.

38. Deny the allegations of paragraph 38 of the complaint and make reference to the Trust Indenture Act of 1939 for the complete contents thereof.

39. Deny the allegations of paragraph 39 of the complaint and make reference to the Trust Indenture Act of 1939 and the indenture for the full contents thereof.

40. Deny the allegations of paragraph 40 of the complaint.

41. Deny the allegations of paragraph 41 of the complaint.

42. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 42 of the complaint.

43. Deny the allegations of paragraph 43 of the complaint and make reference to the Trust Indenture Act of 1939 and the indenture for the complete contents thereof.

44. Deny the allegations of paragraph 44 of the complaint and refer to the applicable acts and indenture for the complete contents thereof.

Answer of Defendants Boeing and Wilcox

45. Deny the allegations of paragraph 45 of the complaint.

46. Deny the allegations of paragraph 46 of the complaint and make reference to the Trust Indenture Act of 1939 and the indenture for the complete contents thereof.

47. Deny the allegations of paragraph 47 of the complaint.

48. Deny the allegations of paragraph 48 of the complaint.

49. Deny the allegations of paragraph 49 of the complaint.

50. Deny the allegations of paragraph 50 of the complaint.

As to Count III

51. Answering paragraph 51 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

52. Deny the allegations of paragraph 52 of the complaint.

53. Deny the allegations of paragraph 53 of the complaint.

54. Deny the allegations of paragraph 54 of the complaint.

55. Deny the allegations of paragraph 55 of the complaint.

Answer of Defendants Boeing and Wilcox

As to Count IV

56. Answering paragraph 56 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

57. Deny the allegations of paragraph 57 of the complaint.

58. Deny the allegations of paragraph 58 of the complaint.

As to Count V

59. Answering paragraph 59 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

60. Deny the allegations of paragraph 60 of the complaint.

61. Deny the allegations of paragraph 61 of the complaint.

As to Count VI

62. Answering paragraph 62 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

63. Deny the allegations of paragraph 63 of the complaint.

64. Deny the allegations of paragraph 64 of the complaint.

65. Deny the allegations of paragraph 65 of the complaint.

66. Deny the allegations of paragraph 66 of the complaint.

As to Count VII

67. Answering paragraph 67 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

68. Deny the allegations of paragraph 68 of the complaint.

69. Admit the allegations of paragraph 69 of the complaint.

70. Deny the allegations of paragraph 70 of the complaint and reference is hereby made to the proxy statement for the full contents thereof.

71. Deny the allegations of paragraph 71 of the complaint.

72. Deny the allegations of paragraph 72 of the complaint.

As to Count VIII

73. Answering paragraph 73 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

74. Deny the allegations of paragraph 74 of the complaint, except admit that on or about November 5, 1957 Boeing entered into a "listing agreement" with the New York Stock Exchange and reference is made to said agreement for the complete contents thereof.

75. Deny the allegations of paragraph 75 of the complaint.

Answer of Defendants Boeing and Wilcox

As to Count IX

76. Answering paragraph 76 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

77. Deny the allegations of paragraph 77 of the complaint.

As to Count X

78. Answering paragraph 78 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

79. Deny the allegations of paragraph 79 of the complaint.

80. Deny the allegations of paragraph 80 of the complaint.

As to Count XI

81. Answering paragraph 81 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

82. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 82 of the complaint.

83. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 83 of the complaint.

84. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 84 of the complaint.

Answer of Defendants Boeing and Wilcox

85. Deny the allegations of paragraph 85 of the complaint and deny that any correction of the said article was required.

86. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 86 of the complaint.

87. Deny the allegations of paragraph 87 of the complaint.

88. Admit the allegations of paragraph 88 of the complaint.

89. Deny the allegations of paragraph 89 of the complaint.

As to Count XII

90. Answering paragraph 90 of the complaint, repeat paragraphs 1 through 28 inclusive and paragraphs 36 through 50 inclusive hereof.

91-92. Answering paragraphs 91 and 92 inclusive of the complaint, believe no answer is required by them as the allegations thereof pertain solely to defendant The Chase Manhattan Bank.

As to Count XIII

93. Answering paragraph 93 of the complaint, repeat paragraphs 1 through 28 inclusive hereof.

94. Deny knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 94 of the complaint.

Answer of Defendants Boeing and Wilcox

95. Deny the allegations of paragraph 95 of the complaint, except deny knowledge or information sufficient to form a belief as to which debentureholders intended to or did examine the indenture.

96. Deny the allegations of paragraph 96 of the complaint, except admit and allege that Boeing was obligated to give to the debentureholders such notice as is specified in the indenture and that notice of redemption given by Boeing as specified therein was reasonable notice.

97. Deny the allegations of paragraph 97 of the complaint.

98. Deny the allegations of paragraph 98 of the complaint.

AFFIRMATIVE DEFENSES

First

99. The complaint fails to state a claim upon which relief can be granted.

Second

100. The claims, if any, are barred by the applicable statutes of limitations.

Third

101. The claims, if any, are barred by laches.

Fourth

102. By reason of article 16 of the indenture, plaintiffs herein and all other debentureholders similarly situated have expressly waived and released any and all rights and claims against the directors of The Boeing Company.

Fifth

103. The claims, if any, to the extent they are based on theories of negligence are barred because of the contributory negligence of the plaintiffs and of other debentureholders similarly situated who failed to comply with and conform to the provisions of the debenture and indenture for conversion of their debentures.

Sixth

104. Debentureholders representing a substantial amount of face value of the debentures have redeemed their debentures and by reason thereof such debentureholders have waived any claim for conversion, have made an election of rights, and are estopped from asserting any of the claims alleged in the complaint.

WHEREFORE, defendants The Boeing Company and Thomas R. Wilcox demand that judgment be entered dismissing the complaint herein, together with the costs and disbursements of this action.

Dated: New York, New York
January 9, 1967

DAVIS POLK WARDWELL SUNDERLAND & KIENDL

By S. HAZARD GILLESPIE
A Member Thereof
1 Chase Manhattan Plaza
New York, New York 10005
Telephone: HAnover 2-3400

HOLMAN, MARION, PERKINS, COIE & STONE
1900 Washington Building
Seattle, Washington 98101
Telephone: 206 MUtual 2-8770

Attorneys for defendants The Boeing Company and Thomas R. Wilcox

SECTION 17.04. *Laws of State of New York to Govern.* This Indenture and each Debenture shall be deemed to be a contract made under the laws of the State of New York and shall be construed for all purposes in accordance with the laws of said State.

D F x B

DEFENDANTS EXHIBIT B - LETTER DATED APRIL 25, 1966 FROM MESSRS HOLMAN, MARION, PERKINS, COIE & STONE TO CHASE MANHATTAN BANK

HOLMAN, MARION, PERKINS, COIE & STONE

1900 WASHINGTON BUILDING
SEATTLE 98101

AREA CODE 206 MUTUAL 2-8770

LUCIEN F. MARION
DEFOREST PERKINS
J. PAUL COIE
CHARLES I. STONE
HAROLD F. OLSEN
FRANCIS E. HOLMAN
ANDREW M. WILLIAMS
WILLIAM M. HOLMAN
BURROUGHS B. ANDERSON
F. THEODORE THOMSEN
JOHN W. ELLIS
ROBERT S. MUCKLESTONE
LUCIUS H. BIGLOW, JR.
DAVID E. WAGONER
RICHARD E. WILLIAMS
H. WESTON FOSS
RICHARD E. WALKER

COUNSEL
FRANK E. HOLMAN
HOLLISTER T. SPRAGUE
WENDELL W. BLACK

FRED S. MERRITT
J. SHAN MULLIN
JAMES M. HILTON
DOUGLAS P. BEIGHLE
CALHOUN DICKINSON
J. DAVID ANDREWS
RICHARD R. ALBRECHT
PHILLIP E. GLADFELTER
GRAHAM H. FERNALD
THEODORE J. COLLINS
[illegible]RARD
JOHN H. BINNS, JR.
WALTER W. EYER
WAYNE C. BOOTH, JR.
L. WILLIAM HOUGER

Deft's
EXHIBIT
U. S. DIST. COURT
S. D. OF N.

Trial exhibit

B A 52

April 25, 1966

The Chase Manhattan Bank (National Association)
11 Broad Street
New York, New York 10015

Re: The Boeing Company 4½% Convertible
Subordinated Debentures due July 1, 1980

Dear Sirs:

We have acted as general counsel to The Boeing Company (hereinafter called the "Company") in connection with the proceedings relating to the redemption of all of the Company's issued and outstanding 4½% Convertible Subordinated Debentures due July 1, 1980 (hereinafter called the "Debentures") pursuant to an Indenture dated July 1, 1958 (hereinafter called the "Indenture") between the Company and The Chase Manhattan Bank, Trustee, and we have supervised corporate proceedings in connection with such redemption.

We have read the conditions precedent provided for in the Indenture relating to this opinion and to the redemption of the Debentures.

We have examined originals or copies, the authenticity of which has been established to our satisfaction, of such documents, corporate records and other instruments relating to the redemption of the Debentures as we have deemed necessary as a basis for this opinion.

In our opinion we have made or caused to be made such examination or investigation as is necessary to enable us to

**Defendants Exhibit B - Letter Dated April 25, 1966
From Messrs Holman, Marion, Perkins, Cole & Stone
to Chase Manhattan Bank**

express an informed opinion as to whether or not the conditions precedent provided for in the Indenture relating to the redemption of the Debentures have been complied with.

Based on the foregoing, but as to factual matters information as to which is in the possession of the Company based on the attached Officers' Certificate to Trustee pursuant to Sections 5.01 and 17.05 of the Indenture dated July 1, 1956, we are of the opinion that the conditions precedent provided for in the Indenture relating to the redemption of the Debentures have been complied with.

Yours very truly,

Holman, Marion, Perkins, Coie & Stone

DEFENDANTS EXHIBIT C - LETTER DATED APRIL 27, 1966 FROM MESSRS. DAVIS, POLK, WARDWELL, SUNDERLAND & KIENDL TO THE BOEING COMPANY

D Ex C

DAVIS POLK WARDWELL SUNDERLAND & KIENDL
1 CHASE MANHATTAN PLAZA
NEW YORK 5, N. Y.

CABLE ADDRESS:
STETSON

Deft's
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
trial exhibit
C

COPY

April 27, 1966

The Boeing Company
7755 East Marginal Way
Seattle, Washington

Dear Sirs:

You have requested our opinion regarding the recent call for redemption of all the Company's issued and outstanding 4 1/2% Convertible Subordinated Debentures, due July 1, 1980 (the "Debentures"). We have been furnished with copies of each of the following:

(a) The Certificate of Incorporation and By-laws of the Company as in effect on February 28, 1966 and at all times thereafter to date.

(b) The Indenture dated July 1, 1958 between the Company and The Chase Manhattan Bank, Trustee, pursuant to which the Debentures were issued.

(c) Specimens of the Debentures.

(d) The resolution adopted by the Company's Board of Directors on February 28, 1966.

(e) The letter dated March 8, 1966 from the Treasurer of the Company to the Trustee which, among other things, established April 8, 1966 as the redemption date.

(f) The letters dated March 22, and March 28, 1966 from the Treasurer of the Company to the Trustee relating to the protection of conversion rights of holders of Debentures.

(g) The notice of redemption dated March 8, 1966, and affidavits from the Wall Street Journal relating to the publication of such notice in all editions on March 8, March 18 and March 28, 1966 and an affidavit from The New York Times relating to the publication of such notice on March 28, 1966.

(h) An Officer's Certificate relating to the absence of defaults in respect of Senior Indebtedness of the Company.

(i) An opinion of Holman, Marion, Perkins, Coie & Stone regarding the absence of restrictions relating to the redemption.

The Trustee has advised that, in accordance with the instructions of the Treasurer referred to above, the conversion rights of the holders of $115,400 principal amount of Debentures were protected even though such Debentures were not surrendered until after the close of business on March 29, 1966. The holders of $1,547,000 of the Debentures took no action either to convert or to protect their conversion rights even though on the basis of the closing sale price for the Capital Stock of the Company on March 29, 1966 the shares of such stock issuable in respect of each $100 of such Debentures had a value of $316.25 compared to a redemption price of $103.50. The market value for such shares has continued at substantially the same level. Funds necessary to effect the redemption of such Debentures were duly deposited with the Trustee in accordance with the provisions of the Indenture.

On the basis of the foregoing we confirm to you the following opinions which were heretofore orally expressed:

1. The Company has duly taken all necessary corporate proceedings to authorize the call of the Debentures for redemption on April 8, 1966.

2. The Debentures were duly and validly called for redemption on April 8, 1966 in accordance with the

Defendants Exhibit C - Letter Dated April 27, 1966 from Messrs. Davis, Polk, Wardwell, Sunderland & Kiendl to The Boeing Company

authorization of the Company's Board of Directors and the provisions of the Indenture and the Debentures.

3. Holders of Debentures who did not, on or prior to March 29, 1966, give to the Trustee notice of their election to convert their Debentures into Capital Stock of the Company were not entitled to convert such Debentures after that date.

4. The officers of the Company had no authority under the resolution adopted by the Board of Directors on February 28, 1966 with respect to the redemption of the Debentures or under the provisions of the Indenture or by virtue of their offices to waive the provisions of the Indenture and the Debentures with respect to the time within which an election to convert Debentures had to be made, or otherwise to extend such time, or to change the date for redemption of the Debentures from that specified in the notice of redemption. The Board of Directors of the Company could not have authorized such waiver or extension of time to convert or change in the redemption date without serious risk of liability being imposed on them in the event a stockholder of the Company charged them with waste of corporate assets to the extent of the excess of the value of the shares reserved for unconverted Debentures over the redemption price of such Debentures.

5. The Company could legally and validly instruct the Trustee to accept elections to convert Debentures evidenced in accordance with the first paragraph of the letter of the Treasurer dated March 28, 1966 referred to above and shares issued upon conversions of Debentures covered by such elections were validly issued and were not subject to the preemptive rights of the holders of the Company's Capital Stock.

Very truly yours,

Davis Polk Wardwell Sunderland & Kiendl

WDTJr:mhm

Defendants Exhibit C - Letter Dated April 27, 1966 from Messrs. Davis, Polk, Wardwell, Sunderland & Kiendl to The Boeing Company

authorization of the Company's Board of Directors and the provisions of the Indenture and the Debentures.

3. Holders of Debentures who did not, on or prior to March 29, 1966, give to the Trustee notice of their election to convert their Debentures into Capital Stock of the Company were not entitled to convert such Debentures after that date.

4. The officers of the Company had no authority under the resolution adopted by the Board of Directors on February 28, 1966 with respect to the redemption of the Debentures or under the provisions of the Indenture or by virtue of their offices to waive the provisions of the Indenture and the Debentures with respect to the time within which an election to convert Debentures had to be made, or otherwise to extend such time, or to change the date for redemption of the Debentures from that specified in the notice of redemption. The Board of Directors of the Company could not have authorized such waiver or extension of time to convert or change in the redemption date without serious risk of liability being imposed on them in the event a stockholder of the Company charged them with waste of corporate assets to the extent of the excess of the value of the shares reserved for unconverted Debentures over the redemption price of such Debentures.

5. The Company could legally and validly instruct the Trustee to accept elections to convert Debentures evidenced in accordance with the first paragraph of the letter of the Treasurer dated March 28, 1966 referred to above and shares issued upon conversions of Debentures covered by such elections were validly issued and were not subject to the preemptive rights of the holders of the Company's Capital Stock.

Very truly yours,

Davis Polk Wardwell Sunderland & Kiendl

WDTJr:mhm

OPINION OF RYAN, D.J. ON APPLICATION FOR RULE 23 ORDER

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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WILLIAM R. VAN GEMERT, ALBERT A. HENNING, EDWARD E. HOUCHINS, NATHAN PEARLMAN, ELIAS A. CHARIOTT, for and in behalf of themselves and for all other holders of The Boeing Company 4-1/2% convertible subordinated debentures due July 1, 1980 who are similarly situated,

Plaintiffs,

- against -

66 Civ. 1820

THE BOEING COMPANY (formerly Boeing Airplane Company), THE CHASE MANHATTAN BANK, CLAIRMONT L. EGTVEDT, WILLIAM M. ALLEN, EDWARD C. WELLS, JAMES E. PRINCE, LOWELL P. MICKELWAIT, W. L. CAMPBELL, ARTEMUS L. GATES, CRAWFORD H. GREENEWALT, WILLIAM G. REED, D. E. SKINNER, THOMAS R. WILCOX, JOHN O. YEATING, GEORGE H. WEYERHAEUSER,

Defendants.

--x

Before:

HON. SYLVESTER J. RYAN, District Judge

OPINION OF THE COURT
ON APPLICATION FOR RULE 23 ORDER

APPEARANCES:

Watson, Cass, Goodkind & Wechsler, Esqs.,
Attorneys for Plaintiffs,
- Stuart G. Wechsler, Esq., of Counsel

Dewey, Ballantine, Bushby, Palmer & Wood, Esqs.,
Attorneys for Chase Manhattan Bank,
Everett I. Willis, Esq.,
Malcolm H. Bell, Esq., and
Merton Sarnoff, Esq., of Counsel

Walter North, Esq.,
Associate General Counsel,
Securities & Exchange Commission,
-and-
Joseph C. Daley, Esq.

Solomon A. Schlesinger, Esq.,
Attorney for Frank Trinkoff

Havens, Wandless, Stitt & Tighe, Esqs.,
Attorneys for Henry J. Hoff,
Herbert W. Norbel, Esq., of Counsel
-and-
Arent, Fox, Kintner, Plotkin & Kahn, Esqs.,
Burton A. Schwalb, Esq., of Counsel

Mr. Henry S. Hale,
Appearing for Hannah Adler-Hale

Abraham Lillienthal, Esq.,
Attorney for Arthur Frisch

Samuel Lemler, Esq.,
Attorney for Elsie Day.

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Irving Steinman, Esq.,
Attorney for Louis Berglas

Nathan, Mannheimer, Asch, Winer & Friedman, Esqs.,
Attorneys for Bertha J. Winer,
Norman D. Winer, Esq., of Counsel

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APPEARANCES (Cont'd)

McClintock, Fulton, Donovan & Waterman, Esqs.,
Attorneys for Marian S. Mitchell,
James I. McClintock, Esq., of Counsel

Abraham E. Friedman, Esq.,
Attorney for S. Edward Mittler

Danzansky & Dickey, Esq.,
Attorneys for Jack Diener,
Marshall E. Miller, Esq., and
Bernard Gordon, Esq., of Counsel

William H. Manger, Esq.,
Attorney for Albert J. Laun

Foley & Martin, Esqs.,
Attorneys for E. Plocki,
Thomas J. Dufficy, Esq., of Counsel

Mr. Leonard Marx,
Appearing for Estate of Regina Marx

Davis, Polk Wardwell, Sunderland & Kiendl, Esqs.,
Attorneys for The Boeing Company
S. Hazard Gillespie, Esq., of Counsel

Ryan, J.

OPINION

This is a proceeding initiated by the defendant The Boeing Company (formerly Boeing Airplane Company) seeking the entry of an order determining that this action is to be maintained as a class action under Rule 23(b)(1) and (2) of the Federal Rules of Civil Procedure, effective July 1, 1966.

The matter comes on for hearing on the return of an order directing "that all present and former holders of The Boeing Company (formerly Boeing Airplane Company) 4 1/2% convertible subordinated debentures, due July 1, 1980 and called for redemption on April 8, 1966, whose debentures were not surrendered for conversion on or before March 29, 1966, show cause, (a) why an order should not be entered determining that this action is to be maintained as a class action under Rule 23(b)(1) and (2) of the Federal Rules of Civil Procedure for and on behalf of the aforesaid class, (b) why said debentureholders should not be permitted to appear and intervene in this action and present claims, if any, or (c) why said debentureholders should not be included in the class for and on whose behalf the action is maintained and in the final judgment in said action whether favorable to said class or not."

Due notice of the issuance of the order to show cause dated July 21, 1966 was given, as directed by said order to the attorneys of record in the several actions then pending filed on behalf of holders of the said Boeing Company convertible subordinated debentures, to wit, *Harold M. White, et al. v. The Boeing Company*, pending in the United States District Court for the Northern District of Illinois, Eastern Division, Civil Action No. 66 C 977; *Gertrude McNaught, et al. v. The Boeing Company*, pending in the United States District Court for the Northern District of Illinois, Eastern Division, Civil Action No. 66 C 979; *Dr. Jack Diener v. The Boeing Company*, pending in the United States District Court for the District of Columbia, Civil Action No. 1290-'66; *Douglas W. MacMillan v. The Boeing Company*, pending in Superior Court of the State of California for the County of Los Angeles, No. 886 233; *Dennis J. Finn v. The Boeing Company* pending in the Circuit Court of the Eleventh Judicial Circuit of Florida in and for Dade County, common law No. 66 L 2396.(1)

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(1) Upon the return of the order to show cause there were nine separate lawsuits pending, all in the Federal Court -- Four in the Southern District of New York: *William R. Van Gemert, et al. v. The Boeing Company, Chase Manhattan Bank, et al.*, 66 Civ. 1820;

Notice of the order to show cause and of its return date was given also to all present and former debentureholders whose address "may be known to the defendants" and by publication twice a week for two successive weeks commencing not later than the week of July 25, 1966 in the national editions of The New York Times and of The Wall Street Journal.

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(1) (Cont'd)
Louis Berglas v. The Boeing Company, et al., 66 Civ. 2385; *Harold M. White, et al. v. The Boeing Company, 66 Civ. 977* (transferred from Northern District of Illinois); *Gertrude McNaught, et al., v. The Boeing Company, 66 Civ. 979* (transferred from Northern District of Illinois):

Two suits are in the District Court for the District of Columbia:

Jack Diener v. Boeing Company, Civil Action No. 1290-'66; *Henry J. Hoff v. Boeing Company*, Civil Action No. 2084-'66.

The three other pending suits are as follows: *S. Edward Mittler, etc. v. The Boeing Company*, Eastern District of Pennsylvania, Civil Action 40542; *D. W. MacMillan v. The Boeing Company*, et al, Southern District of California, Central Division, Civil Action No. 66-1192-FW; *Dennis J. Finn v. The Boeing Company*, Southern District of Florida, Miami Division.

We first direct our attention to the factual background of these actions. Many of the basic facts giving rise to this lititation are of historical record. Thus, it appears as undisputed that:

In 1958 the Boeing Company issued and sold 4 1/2% Convertible Subordinated Debentures due July 1, 1980, in the principal amount of $30,597,600. The debentures were offered to shareholders of record at the close of business on July 15, 1958; each shareholder was given the right to subscribe in the ratio of $100 principal amount of debentures for each 23 shares of capital stock held on the record date. Certain underwriters identified in a prospectus dated July 15, 1958, undertook to purchase any debentures which were unsubscribed at the expiration of the subscription offer on July 29, 1958.

The debentures were unsecured obligations bearing interest from July 29, 1958, at 4 1/2%, payable semi-annually on January 1 and July 1. They were issued in both coupon and fully registered form and the coupon debentures could, at the option of the holder, be registered as to principal only.

The debentures were issued under an indenture dated July 1, 1958, between Boeing and The Chase Manhattan Bank, Trustee. On June 25, 1958, Boeing filed a registration statement with the Securities and Exchange Commission and a copy of the indenture was included as an exhibit to such registration statement. The Securities and Exchange Commission on July 15, 1958, ordered that the registration statement become effective.

In addition to a general incorporation of the indenture terms, the debentures also called the debentureholders' attention to the expiration of the conversion rights ten days prior to the redemption date and specifically incorporated by reference the indenture provisions relating to the notice of redemption. The debentures provided:

> "The holder of this Debenture is entitled, at his option, at any time on or before July 1, 1980, or in case this Debenture shall be called for redemption prior to such date, then to and including but not after the tenth day prior to the redemption date, to convert this Debenture . . . at the principal amount hereof . . . into shares of Capital Stock of the Company, at the conversion rate of two shares of Capital Stock for each $100 principal amount of Debentures . . . . The Debentures are subject to redemption . . . at any time or times, at the option of the Company, on not less than 30 nor more than 90 days' prior notice, as provided in the Indenture (at specified redemption prices) . . . ."

The redemption price of the debentures at the date of the call was $103.25 for each $100 face value debenture.

The indenture provided in Section 5.02 for notice of redemption as follows:

> "SECTION 5.02 Notice of Redemption; Partial Redemptions. In case the Company shall desire to exercise the right to redeem all or any part of the Debentures, asthe case may be, pursuant to Section 5.01, it shall publish prior to the date fixed for redemption a notice of such redemption at least twice in an Authorized Newspaper, the first such publication to be not less than 30 days and not more than 90 days before the date fixed for redemption. Such publication shall be in successive weeks but on any day of the week. It shall not be necessary for more than one such publication to be made in the same newspaper. A copy of such notice shall be mailed by the Company at least 30 days prior to such redemption date to the holders of the registered Debentures without coupons and the holders of the coupon Debentures registered as to the principal so to be redeemed at their last addresses as they shall appear upon the registry books, but failure to give or receive such notice by mail, or any defect therein, shall not affect the validity of any proceedings for the redemption of Debentures. (2)

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(2) An "authorized newspaper" is defined in Section 1.01 of the Indenture as follows: "Authorized Newspaper. The term 'Authorized Newspaper' shall mean a newspaper printed in the English language and customarily published at least once a day for at least five days in each

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The Board of Directors of Boeing on February 28, 1966 by resolution adopted authorized its officers "to take all such action as they or any one of them deems appropriate or necessary to call for redemption on a date to be selected by them or any one of them, all of the 4 1/2% Convertible Subordinated Debentures . . . . outstanding under the Indenture dated July 1, 1958. . ." A press release was issued that day by Boeing advising of this resolution.

On March 2, 1966, Boeing's Treasurer decided to call the debentures and to establish April 8, 1966 as the redemption date. By letter dated March 2, 1966, he informed the Trustee that the redemption date had been established as April 8, 1966, and instructed the Trustee to publish the redemption notice in all editions of The Wall Street Journal on March 8 and 18, 1966. Such a notice was so published on these dates. Boeing also caused the same notice to be published in The Wall Street Journal and The New York Times on March 28, 1966. On March 25, 1966, four days

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(2) (Cont'd)
calendar week and of general circulation in the Borough of Manhattan, The City of New York, New York, whether or not such newspaper is published on Saturdays, Sundays and legal holidays."

prior to the expiration of the conversion rights, Boeing issued a press release which stated that:

> "Final date for conversion of The Boeing Company's 4 1/25 convertible subordinated debentures to Boeing common stock is Tuesday, March 29. . . . Closing price of the stock as of March 25 was $154.5 representing a substantial advantage to holders of the bonds if the conversion is elected."

Of the originally issued $30,597,600 face value debentures a total of $29,053,200, or 94.9% of the original issue, were converted into shares of Boeing capital stock by the expiration of the conversion rights on March 29, 1966. The bulk of these conversions ($19,970,300 representing 92.8% of the $21,514,700 face value debentures outstanding on March 8, 1966) occurred following the notice first published on March 8, 1966, and before the expiration of the conversion rights on March 29, 1966.

After the conversion expiration date (March 29, 1966) there remained $1,544,400 face value debentures unconverted and subject to redemption.

Each of the pending actions listed above is brought by present or former holders of debentures who did not convert their debentures on or prior to March 29, 1966. The claims asserted by some plaintiffs are alleged on behalf of themselves "and others similarly situated" and include a demand for relief on behalf of both present debentureholders and former debentureholders whose debentures have been redeemed.

The attorneys for the "Boeing defendants" who have been served or have appeared have analyzed with great care the complaints filed in all of these actions. It would serve no useful purpose again to do so in this opinion. We find, in so far as the claims asserted against The Boeing Company, its officers, directors, and agents, and The Chase Manhattan Bank, the Indenture Trustee are concerned, these are all true class actions falling within the provisions of Rule 23 F.R.C.P. and that these defendants may avail themselves of the appropriate provisions of that rule applicable to such actions.

It is the contention of these defendants that an order of this Court should issue determining that these actions are to be maintained as class actions under the aforesaid Rule 23(b)(1) and (2), and not under Rule 23(b)(3). We have concluded that this relief should be granted and that all the actions pending in this Court should be consolidated. Appropriate provision will be made in subsequent hearings to be held on due notice for the representation of the parties plaintiff by counsel of their own choice, subject only to such reasonable and prudent provisions as the Court may fix providing for the orderly conduct of this litigation during discovery procedures and at trial. Independent claims asserted against defendants other than the "Boeing defendants" and Indenture Trustee may be separately determined at the one trial.

With the amendments of July 1, 1966, to the Federal Rules of Civil Procedure, a completely new Rule 23 pertaining to class actions became effective.

Former Rule 23 distinguished between class actions which were known as "true," "hybrid" and "spurious." To meet the test of a "true" class action under former Rule 23, members of the class had to be indispensable parties pursuant to joinder rules and apart from the class action procedure. Moore, Federal Rules of Civil Procedure: Some Problems Raised by the Preliminary Draft, 25 Geo. L. J. 551, 570-571 (1937); Note, 52 Va. L. Rev. 629 (1966). In a "hybrid" class action under former Rule 23, the class claimed a "right in a common fund or in common property." Pennsylvania Co. for Ins. on Lives and Granting

Annuities v. Deckert, 123 F.2d 979, 983 (3d Cir. 1941); 2 Barron & Holtzoff, Federal Practice and Procedure Section 562.2 at 272 (1961); 3 Moore's Federal Practice, Para. 23.09 (2d ed. 1964). In a "spurious" class action under former Rule 23, such action involved merely "a common question of law or fact . . . and common relief . . . sought." Former Fed. R. Civ. P. 23(a)(3). Such an action was a device for permissive joinder and did not bind absent parties. 2 Barron & Holtzoff, Federal Practice and Procedure Section 562.3 (1961); 3 Moore's Federal Practice, Para. 23.10 (5 and 6) (2d ed. 1964).

The new Rule 23 eliminates the older classifications of "true, hybrid, and spurious" class actions and abolishes the unique characteristics of the old types of class actions and establishes new standards.

Under the new Rule 23 any action to be maintained as a class action one must meet at the outset four fundamental requirements established by Rule 23(a) and two must then in addition meet any one of the alternative requirements established in Rule 23(b)(1), (2) or (3). (3)

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(3) The provisions of the Rule 23 upon which this application is based, are:
(a) Prerequisites to a Class Action.

The principal distinction between an action maintained as a class action under 23(b)(3) from those maintained under 23(b)(1) or 23(b)(2) is that in (b)(3)

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> (3) (Cont'd) One or more members of a class may sue or be sued as representative parties on behalf of all only if (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class.
>
> (b) Class Actions Maintainable. An action may be maintained as a class action if the prerequisites of subdivision (a) are satisfied, and in addition: (1) the prosecution of separate actions by or against individual members of the class would create a risk of (A) inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class, or (B) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests; or (2) the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole; or (3) the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods, for the fair and efficient adjudication of the controversy. The matters pertinent to the findings include:

members of the class may request to be excluded from the proceeding and thereby avoid being bound by a judgment against the class. No such option exists to members of a class in an action maintained under Rule 23(b)(1) or (2.)

We find that these actions meet the requirements of subdivisions (b)(1)(A), (b)(1)(B) and (b)(2) of new Rule 23 and qualify as class actions under each of those three alternative provisions. While the actions also qualify under the less stringent provisions of Rule 23(b)(3), they should not be treated as 23(b)(3) actions, where, to do so, would defeat the very objectives intended to be achieved by Rule 23(b)(1) and (2).

If the actions are classified as Section 23(b)(3) actions, members of the class may elect not to be included and thereby will not be bound by the judgment.

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(3) (Cont'd) (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; (D) the difficulties likely to be encountered in the management of a class action."

This would permit the institution of separate litigation, thus unduly burdening the judicial system and directly contravening both the stated purpose of Rule 23(b)(1)(A) in protecting defendants against "inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class" and the stated purpose of Rule 23(b)(1)(B) in protecting plaintiffs against "adjudications with respect to individual members of the class which as a practical matter would be dispositive of the interest of other members . . . or substantially impair or impede their ability to protect their interests."

It seems apparent that virtually every class action that meets the requirements of 23(b)(1) or 23(b)(2) will also meet the less severe requirements of 23(b)(3). However, where the stricter requirements of 23(b)(1) and 23(b)(2) are squarely presented by the plaintiffs' claims Rule 23(b)(3) is not applicable. The Advisory Committee recognized that Rule 23(b)(3) is designed for situations where class action treatment is not so clearly called for as in subdivisions (b)(1) and (b)(2) of Rule 23:

> "Subdivision (b)(3). In the situation to which this subdivision relates, class-action treatment is not as clearly called for as in those described above, but it may nevertheless be convenient and desirable depending upon the particular facts." 39 F.R.D. at 102. (Emphasis supplied.)

In the present case all of the elements of 23(b)(1) and 23(b)(2) are met. To apply 23(b)(3) would run the serious risk of negating the very purpose for which those rules were promulgated. We hold that these actions must be maintained as a class action under Rule 23(b)(1) and (2), and not under Rule 23(b)(3).

Let an appropriate Order be submitted granting the relief sought herein.

U.S.D.J.

September 26, 1966

ORDER OF THE DISTRICT ON APPLICATION FOR RULE 23 ORDER

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

- x		**ORDER**
WILLIAM R. VAN GEMERT, et al.,	:	
Plaintiffs,		Action No. 1
-against-	:	
THE BOEING COMPANY, et al.,		66 Civ. 1820
Defendants.	:	
- x		
	:	
HAROLD M. WHITE, et al.,		Action No. 2
Plaintiffs,	:	
-against-		
THE BOEING COMPANY, et al.,	:	66 Civ. 2384
Defendants.	:	
- x		
GERTRUDE MC NAUGHT, et al.,	:	Action No. 3
Plaintiff,		
	:	
-against-		
THE BOEING COMPANY,	:	66 Civ. 2640
Defendant.		
	:	
- x		
LOUIS BERGLAS,		Action No. 4
	:	
Plaintiff,		

-against- :
THE BOEING COMPANY, et al., 66 Civ. 2385
:
Defendants.
:
- x

DR. JACK DIENER, : Action No. 5
Plaintiff,
:
-against-
THE BOEING COMPANY, et al., : 66 Civ. 3005
Defendants.
:
- x
:
DENNIS J. FINN, Action No. 6
:
Plaintiff,
-against- :
THE BOEING COMPANY, 66 Civ. 3054
:
Defendant.
:
- x
:
BERTHA J. WINER, et al., Action No. 7
:
Plaintiffs,
-against- :
THE BOEING COMPANY, : 66 Civ. 2786
Defendant.
:

Order of the District on Application for Rule 23 Order

S. EDWARD MITTLER, etc.,	:	Action No. 8
Plaintiff,	:	
-against-	:	
THE BOEING COMPANY,	:	66 Civ.
Defendant.	:	
- -	x	

Defendants The Boeing Company and Thomas R. Wilcox on July 21, 1966 having moved this Court for an order pursuant to Rule 23(c)(1) of the Federal Rules of Civil Procedure determining that Action No. 1 is to be maintained as a class action under Rule 23(b)(1) and (2) for and on behalf of plaintiffs and all other holders of The Boeing Company 4 1/2% convertible subordinated debentures who are similarly situated, and

This Court, on July 21, 1966, having entered an order directing that all present and former holders of The Boeing Company (formerly Boeing Airplane Company) 4 1/2% convertible subordinated debentures, due July 1, 1980 and called for redemption on April 8, 1966, whose debentures were not surrendered for conversion on or before March 29, 1966, show cause, before the Honorable Sylvester J. Ryan, Chief Judge of the United States District Court for the Southern District of New York in Room 129, of the United States Court House, Foley Square, New York, New York, on

September 6, 1966 at 10:30 a.m., (a) why an order should not be entered determining that Action No. 1 is to be maintained as a class action under Rule 23(b)(1) and (2) of the Federal Rules of Civil Procedure for and on behalf of the aforesaid class, (b) why said debentureholders should not be permitted to appear and intervene in Action No. 1 and present claims, if any, or (c) why said debentureholders should not be included in the class for and on whose behalf the action is maintained and in the final judgment in said action whether favorable to said class or not; and

The said order to show cause having further provided that service of a copy of the order to show cause and the affidavit of Henry L. King, sworn to on July 15, 1966, upon which it was granted be made on plaintiffs' attorneys of record in the following named actions, to wit: Harold M. White, et al. v. The Boeing Company, pending in the United States District Court for the Northern District of Illinois, Eastern Division, Civil Action No. 66 C 977; Gertrude McNaught, et al. v. The Boeing Company, pending in the United States District Court for the Northern District of Illinois, Eastern Division, Civil Action No. 66 C 979; Dr. Jack Diener v. The Boeing Company, pending in the United States District Court for the District of Columbia, Civil Action No. 1290-'66; Douglas W. MacMillan v. The Boeing Company, pending in Superior Court of the State of California

Order of the District on Application for Rule 23 Order for the County of Los Angeles, No. 886 233; Dennis J. Finn v. The Boeing Company, pending in the Circuit Court of the Eleventh Judicial Circuit of Florida in and for Dade County, common law No. 66 L 2396, on or before July 26, 1966; and

The said order to show cause having further ordered that the aforesaid debentureholders and former debentureholders be given notice in the form annexed thereto (a) by direct mailing to those of the aforesaid debentureholders and former debentureholders whose addresses may be known to the defendants and (b) by publication twice a week for two successive weeks commencing not later than the week of July 25, 1966 in the national editions of The New York Times and of The Wall Street Journal; and

It having appeared from the affidavit of Robert F. Dobbin, Esq., sworn to on September 1, 1966, with exhibits annexed thereto, and from the affidavit of Leo Callari, sworn to September 2, 1966, that the said order to show cause and affidavit upon which said order was granted were served on plaintiffs' attorneys of record in the cases set forth above on July 26, 1966 and, in addition, upon the plaintiffs' attorneys of record on the dates specified in the following named actions commenced since July 21, 1966, to wit: Louis Berglas v. The Boeing Company, pending in the United States District Court for the Southern District of New York, 66 Civ. 2385, on

Order of the District on Application for Rule 23 Order August 4, 1966; Henry J. Hoff v. The Boeing Company, pending in the United States District Court for the District of Columbia, Civil Action No. 2084-'66, on August 12, 1966; S. Edward Mittler v. The Boeing Company, pending in the Eastern District of Pennsylvania, Civil Action 40542, on August 1, 1966; and Bertha J. Winer, et al. v. The Boeing Company, pending in the United States District Court for the Southern District of New York, 66 Civ. 2786, on September 2, 1966; thereby effecting service on plaintiffs' attorneys in all presently pending cases brought by or on behalf of present or former holders of the said debentures; and

It further appearing from the aforesaid affidavit of Robert F. Dobbin, Esq., that notice was given to the aforesaid debentureholders and former debentureholders in the form annexed to said order to show cause dated July 21, 1966 (a) by direct mailing to those of the aforesaid debentureholders and former debentureholders whose addresses are known to the defendants; and (b) by publication of the said notice in the national edition of The New York Times on July 27 and 29 and August 2 and 4, 1966 and in the national edition of The Wall Street Journal on July 26 and 28 and August 1 and 5, 1966; and

The said order to show cause having come on for a hearing before this Court on September 6, 1966,

Order of the District on Application for Rule 23 Order

NOW, upon reading and filing the aforesaid order to show cause dated July 21, 1966 and supporting affidavit of Henry L. King, Esq., sworn to July 15, 1966, the affidavit of Robert F. Dobbin, Esq., sworn to September 1, 1966, with exhibits annexed thereto, the affidavit of Leo Callari sworn to September 2, 1966, the memorandum of law of defendants The Boeing Company and Thomas R. Wilcox, the Special Appearance of Henry J. Hoff to Object to His Inclusion in a Class Represented by Plaintiffs with Objection by Henry J. Hoff to the Maintenance of the Action as a Class Action Wherein He would Be Deemed a Member of the Class Represented by Plaintiffs verified by Burton A. Schwalb on September 2, 1966 attached thereto, and the affidavit of S. Hazard Gillespie, sworn to on September 9, 1966 and upon all the other papers and proceedings had herein and upon hearing the arguments of Davis Polk Wardwell Sunderland & Kiendl (S. Hazard Gillespie, Esq., of counsel), attorneys for defendants Boeing and Wilcox; Matson, Kass, Goodkind & Wechsler (Stuart D. Wechsler, Esq., of counsel), attorneys for plaintiffs; Irving Steinman, Esq., attorney for Louis Berglass, all in support of the aforesaid motion, and, Havens, Wandless, Stitt & Tighe (Herbert W. Korbel, Esq., of counsel) and Arent, Fox, Kintner, Plotkin & Kahn (Burton A. Schwalb, Esq., of counsel), attorneys for Henry J. Hoff; Nathan, Mannheimer, Asche, Winer & Friedman

(Norman B. Winer, Esq., of counsel), attorneys for Bertha J. Winer; and William H. Manger, Esq., attorney for Albert J. Laun, all in opposition to the aforesaid motion and upon noting that the following attorneys entered their appearance herein and consented to grant of the relief sought by the aforesaid motion or voiced no opposition thereto; namely, Soloman A. Schlesinger, Esq., attorney for Frank Trinkoff; Abraham Lilienthal, Esq., attorney for Arthur Frisch; Samuel Lemler, Esq., attorney for Elsie Day; McClintock, Fulton, Donovan & Waterman (James I. McClintock, Esq., of counsel), attorneys for Marion S. Mitchell; Abraham E. Friedman, Esq., attorney for S. Edward Mittler; Danzansky & Dickey (Marshall E. Miller, Esq. and Bernard Gordon, Esq., of counsel), attorneys for Jack Diener; Foley & Martin (Thomas J. Duffson, Esq., of counsel), attorneys for E. Plocki; and Dewey, Ballantine, Bushby, Palmer & Wood (Everett I. Willis, Esq., of counsel), attorneys for The Chase Manhattan Bank, and upon noting the appearance of Mr. Henry S. Hale, appearing for Hannah Adler Hale and Mr. Leonard Marx, appearing for the estate of Regina Marx and upon, pursuant to the invitation of the Court, hearing the views of the Securities and Exchange Commission, by Walter North, Associate General Counsel and Joseph Daley, Chief, Enforcement Section of the New York Regional Office of the SEC, and due deliberation having been had thereon, and upon filing of the opinion of this Court, and

Order of the District on Application for Rule 23 Order

NOW, upon the motion of Davis Polk Wardwell Sunderland & Kiendl, attorneys for defendants The Boeing Company and Thomas R. Wilcox, it is hereby:

ORDERED that the above-entitled actions are to be maintained as a class action under Rule 23(b)(1) and (2) of the Federal Rules of Civil Procedure on behalf of a class comprised of plaintiffs and all other present and former holders of The Boeing Company (formerly Boeing Airplane Company) 4 1/2% convertible subordinated debentures due July 1, 1980 and called for redemption on April 8, 1966 whose debentures were not surrendered for conversion on or before March 29, 1966; and it is

FURTHER ORDERED that the above actions be and they hereby are consolidated pursuant to Rule 42(a) of Federal Rules of Civil Procedure for the conduct of all pretrial proceedings and for trial; and it is

FURTHER ORDERED that the present and former debentureholders described on the annexed schedule be permitted to appear, intervene and come into this consolidated action as party plaintiffs and the caption and complaint are deemed amended to include their names and respective holdings as set forth on the annexed schedule; and it is

FURTHER ORDERED that the judgment in the above-entitled action, whether or not favorable to the aforesaid class or any member thereof, shall include and describe all present and former holders of The Boeing Company 4 1/2% convertible subordinated debentures due July 1, 1980 and called for redemption on April 8, 1966 whose debentures were not surrendered for conversion on or before March 29, 1966.

Dated: New York, New York
October 4, 1966

S/ Sylvester J. Ryan
U.S.D.J.

Name	State	Amount
Charles K. Davis	Mass.	$1,900
Andreal Holding Corp.	New York	10,000
Samuel A. Weiss	New York	500
Irwin L. Isert	New York	200
Jack Kirschner	New York	400
Charles Friedman	Conn.	500
H. Michael Albers	Penna.	10,000
Abraham Stern	New York	5,000
Edward Kempler	New York	1,400

Order of the District on Application for Rule 23 Order

Simeon A. Schloss, Jr.	No. Car.	500
Mary Jane Schloss Silverman	Penna.	300
Simeon A. Schloss, Jr., and Mary Jane Silverman, Trustees under the Last Will and Testament of Florette Schloss Wile	No. Car.	300
David M. Botsford	Calif.	3,000
Mrs. Samuel Lemler	New York	800
Louis Davis	New York	1,000
Mrs. Leonard C. Dill, Jr.	Penna.	200
Joseph Schlagman	New York	500
Natalie K. Wigler	New York	2,000
Ann Louise Diamond	New York	100
Samuel Chardavoyne	New York	1,100
William M. Jones	Illinois	500
Mr. & Mrs. H. Dieneman	Illinois	200
Milton Hart	New Jersey	200
Mary Levin	Pennsylvania	2,500
Frances Davis	Missouri	2,000
E. Julian Davis	Florida	3,700
Robert Lemlich	Ohio	100
Marcus Silver	Iowa	400
William J. Brown	Florida	5,000
H. B. Hallee	Washington	1900

UNITED STATES COURT OF APPEALS

For the Second Circuit

Nos. 321-25—September Term, 1974.

(Argued February 26, 1975 Decided July 14, 1975.)

Docket Nos. 74-1157-59, -1165, -1185

William R. Van Gemert, et al.,

Appellants,

—v.—

The Boeing Co., et al.,

Appellees.

Before:

Lumbard, Oakes and Timbers,

Circuit Judges.

Suit by holders of convertible debentures who failed to convert prior to company's redemption claiming insufficient notice of redemption provided. The United States District Court for the Southern District of New York, Sylvester J. Ryan, *Judge,* held that the notice provided by the company complied with the provisions in the debenture and underlying Trust Indenture; that the Trust Indenture Act of 1939 and the company's Listing Agreement with the New York Stock Exchange were not violated; and that appellants had no standing to raise a claim based upon an alleged failure to make a necessary adjustment in the conversion rate. Held, that the appellants had stated a valid claim.

Judgment reversed.

Stuart D. Wechsler, Kass, Goodkind, Wechsler & Gerstein, New York, N.Y.; Sachnoff, Schrager, Jones & Weaver, Ltd., Chicago, Ill.; Elson, Lassers & Wolfe, Chicago, Ill., *for Appellants.*

Norman Winer, Nathan, Mannheimer, Asche, Winer & Friedman, New York, N.Y., *for Appellants.*

S. Hazard Gillespie, Davis, Polk & Wardwell, New York, N.Y. (David E. Wagoner, Perkins, Coie, Stone, Olsen & Williams, Seattle, Wash., William H. Levit, Jr., Hughes, Hubbard & Reed, Los Angeles, Cal., of counsel), *for Appellees.*

Oakes, *Circuit Judge:*

This appeal is from a judgment dismissing the amended complaint in a consolidation class action brought by non-converting holders of The Boeing Company's "4½% Convertible Subordinated Debentures, due July 1, 1980." The complaint was jurisdictionally based on the Securities Exchange Act of 1934 as amended, the Securities Act of 1933 as amended, the Trust Indenture Act of 1939 as amended and the principles of pendent jurisdiction.[1] The gist of the complaint was that the appellants and their class had inadequate and unreasonable notice of Boeing's intention to redeem or "call" the convertible debentures in question and were hence unable to exercise their conversion rights before the deadline in the call of midnight, March 29, 1966. Their damage lay in the fact that the redemption price for each $100 of principal amount of debentures was only $103.25, while under the conversion rate of, at a minimum, two shares of common stock for each $100 of principal amount of debentures, the stock was worth $316.25 on March 29, 1966, the cut-off date for the exercise of conversion privileges, or within 30 days thereafter, $364.00. The named appellants number 56, and the total loss alleged is over $2 million.

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[1] *See* note 19 *infra.*

The United States District Court for the Southern District of New York, Sylvester J. Ryan, *Judge,* held that Boeing complied with the notice provisions spelled out in the debentures and in the Indenture of Trust Dated July 1, 1958 (the Indenture), between Boeing and The Chase Manhattan Bank (Chase), Trustee, and that it was required to do no more; that the Trust Indenture Act of 1939, 15 U.S.C. §§77aaa *et seq.*, was not violated; that if Boeing's Listing Agreement with the New York Stock Exchange (NYSE) were violated, it gave appellants no claim for relief; and that even if, as appellants claim, an adjustment in the conversion rate were required, and that failure to make the adjustment gave rise to a cause of action, appellants had no standing to raise the claim since they did not exercise their conversion rights. We reverse and remand on the ground that there was an obligation on Boeing's part to give reasonably adequate notice of the redemption to the debenture holders, which obligation was not fulfilled in this instance.

Most of the facts are not in dispute; indeed, we commend the parties, and the court below, for agreeing to a 59-page statement as to facts, incorporating some 55 exhibits, and to what certain witnesses would testify if called at trial.

THE ISSUE OF DEBENTURES

On July 15, 1958, each Boeing shareholder was given the right to purchase $100 of convertible debentures for each 23 shares of stock then held.[2] The debentures were to pay interest of 4½ per cent per annum and were to be convertible by the debenture-holder into common stock at a rate (subject to adjustment) of two shares per $100 principal amount of debentures. Chase was appointed trustee under the Indenture Agreement, and the debentures, as well as the stock reserved for issuance upon conversion of the debentures, were listed on the NYSE. Application for such listing had been made pursuant to a Listing Agreement between Boeing and the Exchange.

Subscriptions for a total of $29,578,500 of debentures were received[3] and the balance of $1,019,100 was purchased by the underwriters. Chase as trustee then authenticated and the subscription agent delivered by registered mail the entire $30,597,600 aggregate amount of debentures in coupon form to the persons designated in the warrants surrendered or their agents,[4] but no list of these was kept by Boeing or Chase.[5]

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[2] Total trading in the debenture rights was 1,702,200, but since no information is available on the number or retrades there is no way of knowing exactly how many rights were not traded. At the least, however, 5,335,248 rights were not traded on the Exchange.

[3] One may estimate, from the number of rights not traded on the Exchange, approximately $21 million worth of the debentures were purchased by Boeing stockholders or their donees.

[4] Between August 4, 1958, when the debentures were admitted to trading on the NYSE, and March 29, 1966, when conversion rights expired, a total of $68,694,000 face amount of debentures were traded. It is not known how many of the debentures were held by original subscribers at the later date.

[5] City Bank-Farmers Trust Company, the subscription agent, retained through the ultimate date on which conversion rights expired the names and addresses of stockholders to whom the warrants were sent, as well

A number of provisions in the debenture, the Indenture Agreement, the prospectus, the registration statement for the debentures and the Listing Agreement with the NYSE dealt with the possible redemption of the debentures by Boeing and the notice debenture-holders were to receive of a redemption call so that they might timely exercise their right to convert the debentures into common stock rather than have their debentures redeemed at face value. The debentures themselves provided:

> The holder of this Debenture is entitled, at his option, at any time on or before July 1, 1980, or in case this Debenture shall be called for redemption prior to such date, *up to and including but not after the tenth day prior to the redemption date, to convert this Debenture* . . . at the principal amount hereof, or such portion hereof, into shares of Capital Stock of the Company . . .
>
> . . . .
>
> The Debentures are *subject to redemption* as a whole or in part, at any time or times, at the option of the Company, *on not less than 30 nor more than 90 days' prior notice, as provided in the Indenture,* at the following redemption prices (expressed in percentages of the principal amount) . . .
>
> . . . .
>
> This Debenture may be registered as to principal upon presentation at the office or agency of the Company, in the Borough of Manhattan, The City of New York, New York, . . .

(Emphasis added.)

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as lists of the names and addresses of stockholders of record for the payment of dividends in May and August of 1958, and the warrants themselves when they were tendered. Although the list of stockholders was destroyed in 1964, the warants which bear the names and addresses of the original subscribers are presently in the possession of a successor agent.

The Indenture itself, a 113-page printed booklet, provides in Art. V, § 5.02, as follows:

> In case the Company shall desire to exercise the right to redeem all or any part of the debentures, as the case may be, pursuant to Section 5.01, it shall publish prior to the date fixed for redemption a notice of such redemption at least twice in an Authorized Newspaper, the first such publication to be not less than 30 days and not more than 90 days before the date fixed for redemption. Such publication shall be in successive weeks but on any day of the week. . . .[6]

The Indenture also provided that debenture-holders who registered their bonds would receive notice by mail of any redemption call by the Boeing directors.

While the prospectus for the debenture issue did not refer to any registration rights, it did state that redemption could occur "on not less than 30 days' and not more than 90 days' published notice."

The NYSE Listing Agreement dated November 5, 1957, incorporated by reference into the listing application filed by Boeing in respect to the debenture issue, provided in Part III, Paragraph 4, as follows:

> 4. The Corporation will *publish immediately to the holders* of any of its securities listed on the Exchange *any action taken* by the Corporation *with respect* to dividends or to the allotment of rights to subscribe or *to any rights or benefits pertaining to the ownership of its securities listed on the Exchange;* and will give prompt notice to the Exchange of any such action; and *will afford the holders of its securities listed on the*

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[6] An "Authorized Newspaper" is defined as one published at least five days a week and of general circulation in the borough of Manhattan, N.Y. *See* Indenture, Art. I, § 1.01.

> *Exchange a proper period within which* to record their interests and *to exercise their rights. . . .*

(Emphasis added.)

Section A10 of the NYSE "Company Manual" specifically defines what is meant by publicity in the Listing Agreement:

> Publicity: *The term "publicity,"* as used . . . below, and *as used in the listing agreement* in respect of redemption action, *refers to a general news release, and not to the formal notice or advertisement of redemption* sometimes required by provisions of an indenture or charter.
>
> *Such news release shall be made as soon as possible after corporate action which will lead to, or which looks toward, redemption* is taken . . . and shall be made by the fastest available means, i.e., telephone, telegraph or hand-delivery.
>
> To insure coverage which will adequately inform *the public,* the news should be released to at least *one or more newspapers of general circulation in New York City which regularly publish financial news,* or *to one or more of the national news-wire services* (Associated Press, United Press International), in addition to such other release as the company may elect to make.

Section A10 of the Company Manual also provides specifically that when a convertible security is to be redeemed, the news release must include the rate of conversion and the date and time when the conversion privilege expires. It further provides that in addition to the immediate news release the company must give notice immediately to the NYSE itself, so as to enable the NYSE to take any necessary action with respect to further trading in the security.

The Call and Its Circumstances—Herein of the Notice Actually Given

On February 28, 1966, the Boeing board of directors *inter alia* authorized the president, vice president-finance or treasurer to call for redemption on a date to be selected by them or any one of them, all of the convertible debentures outstanding under the indenture of July 1, 1958. That same day a news release, headlining 1965 sales and net earnings, and referring to a contemplated stock increase, stock split and post-split dividends, mentioned that "[t]he company's management was also authorized to call for redemption at a future date all of company's outstanding 4½ percent convertible subordinated debentures." This statement, which did not mention even the tentative dates for redemption and expiration of the conversion rights of debenture holders that had been settled upon, was released by the Boeing "News Bureau" nationally to the financial editors of the New York Times, the New York Herald-Tribune, the Wall Street Journal and other major national newspapers, in addition to the major wire services (Associated Press, United Press International and Dow Jones & Co.).

A short time after the February 28 board meeting, Boeing firmed up the key dates, complied with the indenture notice requirements and communicated to some extent with the Exchange proper. On March 2, 1966, at the home office in Seattle, at a meeting of Boeing officers, bankers and lawyers, it was decided to fix March 8 as the date for the first publication of the formal notice of redemption, April 8 as the redemption date and March 29 as the date for expiration of the conversion privilege. The second date for publication of the formal notice, March 18, was also fixed upon at this March 2 meeting, and Chase was notified to publish the redemption notice on those dates in all editions of the Wall Street Journal. All editions of the Journal carried the formal notices on March 8 and 18; the notices were in due form if not of extensive size.[7] It is conceded by the appellants that the formal requirements of the Indenture were met by the Company and Trustee.

It was not until March 7, the day before the publication of the first formal notice of redemption, that the NYSE was itself notified of the firmed-up dates for redemption,[8] conversion and notice. This was done by a telephone call from Company counsel in Seattle to the Exchange. While the court below found in part that "Boeing did comply with the publicity requirements of the Exchange" and while Company counsel "felt" on the basis of his telephone call "that we had complied with the recommended procedures [of the Stock Exchange Manual]," this finding and feeling are in the face of Boeing's response *admitting* appellants' demand for admission

> That Boeing did not issue any general publicity release, as that term is defined in Section A-10 of the New York Stock Exchange Company manual, concerning the call of the debentures during the period from March 1, through March 24, 1966.

This admission was reconfirmed by counsel for Boeing below and on appeal in the course of an "opening" statement to the court. The original news release of February 28 did not qualify since the dates of conversion and redemption had not been fixed and the Manual requires in the case of convertible securities that the publicity set forth "the rate of conversion and the date and time when the conversion privilege will finally expire" and that if

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[7] We estimate their size as 5" x 5½".

[8] The Exchange had been sent a communication concerning the redemption on March 1, 1966, but at that time no redemption date had been established.

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such data are not known at the time publicity is given initially, "similar publicity shall be given immediately it becomes known or determined." The formal notices did not qualify since the Manual refers to a "general news release," and not to the formal notice or advertisement of redemption. In this regard it is interesting to note that a letter dated March 9 from the stock list department of the Exchange to Boeing indicates that "We have noted the recent advertisement advising of the call for redemption" and also asks for a copy of the authorizing resolution.

There was, in short, no general news release as called for by the Listing Agreement as amplified in the Company Manual until on the eve of expiration of the conversion rights, March 25, 1966, it appeared that $10,849,300 face amount of debentures—over one-half of those outstanding at that time—remained unconverted. At that point Boeing issued a press release[9] and then on March

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[9] DEBENTURE CONVERSION DATE MARCH 29

Final date for conversion of The Boeing Company's 4½ per cent convertible subordinated debentures to Boeing common stock is Tuesday, March 29, as announced in advertising by the company on March 8, 9 and 10.

The conversion rights provide for issuance of two shares of common stock in the company for each $100 bond. The company's notice of redemption announced that all outstanding debentures would be redeemed on or after April 8 at the redemption price of 103.25 per cent of their principal amount, together with accrued interest to that date.

Closing price of the stock as of March 25 was $154.5, representing a substantial advantage to holders of the bonds if the conversion is elected.

From January 1, 1965 through March 25, 1966, the sales price for the common stock of The Boeing Company ranged from a high of $175.25 to a low of $60.375 per share. As was pointed out in the notice of redemption, so long as the market price of the common stock is $52.24 or more per share, a debenture holder would receive upon conversion before the March 29 deadline, common stock having a greater value than the cash he would receive if he surrendered the debenture for redemption.

28 the Company republished its earlier advertisement in all editions of the Wall Street Journal (Eastern, Mid-Western, Pacific Coast and South-West) and the New York Times, and additionally advertisements were placed. This later action had what the court below termed a "dramatic and widespread rippling effect." Some $9,305,000 of debentures were converted on March 28 and 29. The ripples, however, had not spread to the appellants' class by the midnight deadline on the 29th; they literally went to sleep with $1.5 million of debentures that were worth $4 million if only converted.

It is true, however, and the court did properly find, that in addition to the publication of the two formal indenture notices, notices of the dates of the call and the expiration of the conversion privilege on March 29, 1966, were carried on the following services: NYSE ticker on March 8, 23, 24, 25, 26 and 28, 1966; NYSE Bulletin on March 11, 18 and 25, 1966; The Commercial and Financial Chronicle on March 14, 21 and 28, 1966; Standard & Poor's Bond Outlook on March 19, 1966; Standard & Poor's Called Bond Record on March 9, 11, 18 and 25, 1966; Moody's Industrials on March 11, 1966. Articles about these dates were also carried in the Seattle Post Intelligencer on March 25, 1966; the Seattle Times on March 27, 1966; and the Financial World on March 23, 1966; and the notice was also carried in the Associated Press Bond Tables published on one or more days in at least 30 newspapers published in major cities across the United States. But almost all of these notices or items were in fine print, buried in the multitude of information and data published about the financial markets and scarcely of a kind to attract the eye of the average lay investor or debenture holder. On March 9, 1966, the listing in the New York Times for the convertible debentures read, for example: "Boeing cv 4½ s 80." The change on March 10 was to "Boeing 4½ s 80 cld," giving the investor in Dubuque or Little Rock or Lampasas only 19 days to pick up this change and figure that "cld" meant "called." Proof of the inadequacy of these notices lies in the fact that, despite the dramatic disparity between the value of the debentures unconverted and the conversion stock, over one-half of the debentures outstanding on the date of the first notice remained unconverted until the general publicity release on the eve of expiration of the conversion privilege.[10]

Because the appellants place some emphasis on the fact, although we do not reach their contention of unreasonable notice based on it, we should mention that Boeing made no attempt to mail notice to the original subscribers (which could have been done at concededly nominal expense), and neither Boeing nor Chase inquired of or gave notice to collecting banks which had tendered for collection coupons bearing the payment dates of July 15, 1965, or January 15, 1966, the last two coupons before the redemption, either of which might have had some beneficial effect.[11]

THE CONTENTIONS OF THE PARTIES

Boeing rests its defense primarily upon the notice specified in the debentures and Indenture, pointing out that in 1958 when the debentures were issued, "the risk that actual notice might not be received by subsequent holders of the debentures was clearly accepted by all even remotely familiar with the nature of such debentures." (Brief at 20-21.) It was "just such a risk" that led Boeing to extend to its stockholders and others who were investing $30 million in these securities the opportunity to register, *see Kaplan* v. *Vornado, Inc.,* 341 F. Supp. 212, 216 (N.D. Ill. 1971), an opportunity availed of by only 7 per cent of the debenture holders.[12] For the proposition that notice by publication provided for here was "standard and conformed with the custom and practice prevailing in the trade in 1958," we are referred by Boeing to *Gampel* v. *Burlington Industries, Inc.,* 43 Misc. 2d 820, 252 N.Y.S.2d 500 (Sup. Ct. 1964), where Justice Korn did not discuss the custom and practice in the trade but did hold that publication in the Wall Street Journal even during a newspaper delivery strike conformed to a provision in the Burlington Industries debentures similar to the one in the case at bar.[13]

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[10] On March 8, 1966, $21,514,700 face amount of debentures were still outstanding. On March 25, 1966, as stated, four days before the expiration of the conversion privilege, over one-half of these $10,849,300, had not been converted.

[11] Nor do we reach the legal argument under the Trust Indenture Act, 15 U.S.C. § 77bbb, based upon the Indenture's provisions requiring Boeing to give Chase lists of the names and addresses of debenture holders obtained by the former, and the token compliance therewith.

There are four main strings to the appellants' bow. The first is that Boeing is civilly liable under federal law for violation of the NYSE Listing Agreement and Section A10 of the NYSE Company Manual since their requirements are an extension of the Securities Exchange Act of 1934 and an integral part of the statutory scheme under which exchanges are required to adopt rules, 15 U.S.C. § 78f, which may be ordered by the Commission to be altered, 15 U.S.C. § 78s, and the violation of which may give rise to a civil action under federal law. *Cf. Buttrey* v. *Merrill Lynch, Pierce, Fenner & Smith, Inc.,* 410 F.2d 135 (7th Cir.), *cert. denied,* 396 U.S. 838 (1969). The second is that appellants are third party beneficiaries under state law of the Boeing-NYSE Listing Agreement, as amplified by the Company Manual. *Lawrence* v. *Fox,* 20 N.Y. 268 (1859). *See Weinberger* v. *New York Stock Exchange,* 335 F. Supp. 139 (S.D.N.Y. 1971) (Gurfein, *J.*) (Exchange liable under agreement with SEC to limited partner of bankrupt member firm inadequately supervised by Exchange). The third claim of appellants is that the Indenture is in the nature of a contract of adhesion, a standardized contract between parties of disparate bargaining power, unconscionable features of which are unenforceable as a matter of policy, a concept perhaps first advanced as to indentures of trust covering convertible debentures in a student note, *Convertible Securities: Holder Who Fails to Convert Before Expiration of the Conversion Period,* 54 Cornell L. Rev. 271 (1969). *Cf. Gray* v. *Zurich Insurance Co.,* 65 Cal.2d 263, 269, 419 P.2d 168, 171, 54 Cal. Rptr. 104, 107 (1966). *See* Kessler, *Contracts of Adhesion—Some Thoughts About Freedom of Contract,* 43 Colum. L. Rev. 629 (1943). The fourth ground is that the call was illegal and therefore void because it was based upon a conversion rate of 2.00 shares per $100 face amount of debentures when as a result of two stock dividends and an acquisition it should have been on a 2.05 or a 2.08 ratio.

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[12] Through April 8, 1966, $1,838,000 in face amount of the debentures were registered as to principal and interest and $337,700 as to principal only; thus, approximately 7 per cent of the debentures were in fact registered so that their holders thereby automatically received notice from the trustee.

[13] *See generally* Miller, *How to Call Your Convertibles,* Har. Bus. Rev. 66 (May/June 1971).

The Federal Law Claim

The claim that Boeing is civilly liable under federal law for violation of the NYSE Listing Agreement and Section A10 of the Company Manual is a colorable one. The Listing Agreement and Company Manual are "instruments corresponding" to rules of the Exchange within Section 6(a)(3) of the Securities Exchange Act of 1934, 15 U.S.C. § 78f(a)(3). For the debentures here in question to be listed on the Exchange, application under the Listing

Agreement had to be made. Boeing did not comply with the publicity requirements of the Exchange. In *O'Neill* v. *Maytag,* 339 F.2d 764, 770 (2d Cir. 1964), we did say, however, in the context of a stockholder's derivative suit arising out of an air carrier's purchase of its own stock, that a transaction which violated an Exchange rule did not give rise to a cause of action under federal law, at least against a listed company or its officers.

But as the Supreme Court held in *J. I. Case Co.* v. *Borak,* 377 U.S. 426 (1964), private parties have both derivative and direct rights of action to bring suit for violations of the Securities Exchange Act of 1934 and SEC rules and regulations issued thereunder, rights the explication of which take up a fair amount of Second Circuit judicial time. We extended this at least by dictum to include violation of stock exchange and securities dealers' association rules designed for the direct protection of investors, at least in a suit against an Exchange member, in *Colonial Realty Corp.* v. *Bache & Co.,* 358 F.2d 178 (2d Cir.), *cert. denied,* 385 U.S. 817 (1966). There, Judge Friendly, speaking for a unanimous court, pointed out that "the concept of supervised self-regulation is broad enough to encompass a rule which provides what amounts to a substitute for a regulation by the SEC itself." 358 F.2d at 182. Again, "[a] particular stock exchange rule could thus play an integral part in SEC regulation notwithstanding the Commission's decision to take a back-seat role in its promulgation and enforcement . . . ," *id.,* giving as an example NYSE Rule 452 which prohibits a member from voting stock held in a street name without specific instructions from the beneficial owner. *Id.* at n.4. Judge Friendly then went on to say that

> what emerges is that whether the courts are to imply federal civil liability for violation of exchange or dealer association rules by a member cannot be deter-

> mined on the simplistic all-or-nothing basis urged by the two parties; rather, the court must look to the nature of the particular rule and its place in the regulatory scheme, with the party urging the implication of a federal liability carrying a considerably heavier burden of persuasion than when the violation is of the statute or an SEC regulation. The case for implication would be strongest when the rule imposes an explicit duty unknown to the common law.

Id.[14] *See* Lowenfels, *Liability under Exchange Rules,* 2 Rev. of Securities Regulation 841 (1969). *See also Buttrey* v. *Merrill Lynch, Pierce, Fenner & Smith, Inc., supra* (upholding implied private right based upon the so-called "Know Your Customer" rule, which is Rule 405 of the NYSE, against a party not a stock exchange member).

Nevertheless, we do not now take the position that appellees advance and the court below apparently accepted, that violation of an exchange rule cannot under any circumstances give rise to civil liability under the federal acts. Such a position would be in conflict with our own most recent statements on this subject as well as some of the developing case law. *See, e.g.,* Judge Weinfeld's opinion in *Starkman* v. *Seroussi,* CCH Fed. Sec. L. Rep. ¶ 94,600 [1973-74 transfer binder] (S.D.N.Y. 1974) (conduct in violation of Rule 345.17 of the Exchange prohibiting registered representatives from guaranteeing any customer against loss in his account or receiving a share in the profits or sharing in the losses of a customer's account, held actionable); *SEC* v. *First Securities Co. of Chicago,* 463 F.2d 981 (7th Cir.), *cert. denied,* 409 U.S. 880 (1972) (violation of NASD rule protecting public gives rise to private damage action). *Cf. Landy* v. *Federal Deposit Insurance Corp.,* 486 F.2d 139, 164-66 (3d Cir. 1973), *cert. denied,* 416 U.S. 960 (1974).

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[14] The court went on to hold, however, that the rules at issue in *Colonial Realty Corp.* v. *Bache & Co.,* 358 F.2d 178 (2d Cir.), *cert. denied,* 385 U.S. 817 (1966), were "near the opposite pole," that is to say, they were "something of a catchall" which related to unethical behavior as well as illegal conduct. It is to be noted that *Colonial Realty* was not the first Second Circuit case dealing with stock exchange rules. In *Baird* v. *Franklin,* 141 F.2d 238 (2d Cir.), *cert. denied,* 323 U.S. 737 (1944), the court recognized that culpable failure by a stock exchange to enforce rules adopted pursuant to § 6(b) of the Securities Exchange Act might give rise to a federal claim against the *exchange* by an investor injured thereby. *See also Silver* v. *NYSE,* 302 F.2d 714, 719 (2d Cir. 1962), *rev'd on other grounds,* 373 U.S. 341 (1963).

It would also run contrary to a position we find inviting, that to the American investing public listing on the New York Stock Exchange carries with it implicit guarantees of trustworthiness. The public generally understands that a company must meet certain qualifications of financial stability, prestige, and fair disclosure, in order to be accepted for that listing, which is in turn so helpful to the sale of the company's securities. Similarly it is held out to the investing public that by dealing in securities listed on the New York Stock Exchange the investor will be dealt with fairly and pursuant to law. This would be particularly true as to the convertible securities market which differs from the market for other corporate debt in that it is composed primiraly of individuals. *See* 1A Dewing, The Financial Policy of Corporations 268-71 (5th ed. 1953).[15] Some investors miss the notices of redemption and of expiration of conversion rights, while others "do not know that they should look for them." Note, 54 Cornell L. Rev. at 274 n.16.[16]

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[15] The aggregate amount of convertible bonds outstanding of companies listed on the New York Stock Exchange in March of 1963, according to Standard & Poor's Earnings and Rating Bond Guide, was $2,300,000,000, of those listed on the American Stock Exchange $92,000,000, and of unlisted companies $880,000,000. *See* 2 Report of Special Study of Securities Markets made pursuant to Section 19(d) of Securities Exchange Act of 1934 at 23. The Commission is well aware that individual shareholders to whom rights to subscribe to debentures are distributed by the corporations have no control over the time of distribution or whether there should be a distribution. Hence they are "participating in the market involuntarily, so to speak . . . ." *Id.* at 24.

Appellees argue, however, that the self-regulation system of the 1934 Act applies in its terms only to Exchange *members*, as opposed to *issuers*, and that the legislative history indicated congressional intention not to extend coverage of the Exchange rules and regulations to issuers. In this connection appellees maintain that Congress did consider such an extension as evidenced by a proposed § 12(b)(1) to the Securities Exchange Act quoted in Cong. Rec. 8584 (1934), which was never adopted. *Id.* at 8586. The provision, however, was to require listed companies to agree with the Exchange to comply with the Exchange Act and the Commission's rules and regulations, and much of the debate related to whether the provision was necessary at all since such companies would have to comply with the law regardless of any such agreement.[17] Omitting the section in question would apparently indicate merely a recognition that the provision was unnecessary. The legislative history is thus at most equivocal on the question whether Congress intended to insulate issuers from liability in the event that they violated an Exchange rule.[18]

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[16] Cases involving generally broad standards of conduct and having nothing to do with disclosure, *see, e.g., Hecht* v. *Harris, Upham & Co.*, 283 F. Supp. 417 (N.D. Cal. 1968), *modified on other grounds*, 430 F.2d 1202 (9th Cir. 1970), require the presence of fraud to create a right of action under federal law, but this is because the only action or conduct proscribed by the rule is fraudulent conduct. Here, however, is involved a notice or notification rule.

[17] Senator Hastings made the following statement in connection with the legislation:

> I do not quite understand why they want to get the issuer of the security on record, in the form of an agreement, not to violate a particular law, because it must be admitted that, if the law itself is valid, and if the rules and regulations made by the commission are valid, and the person entering into the agreement has brought himself within the law by offering his securities for sale, then certainly, it seems to me, the point of compelling him to sign a paper that he will abide by the laws and rules made by the commission must have back of it something which those of us who studied the bill do not quite understand.

78 Cong. Rec. at 8585 (1934). While Senator Hastings' amendment was defeated, the language he objected to was deleted in conference.

Appellees argue also that the Exchange's remedies are limited to delisting. *See* Report of Special Study of Security Markets of the Securities and Exchange Commission, H.R. Doc. No. 95, 88th Cong., 1st Sess., Pt. IV, ch. XII at 566-67; *Intercontinental Industries, Inc.* v. *American Stock Exchange,* 452 F.2d 935 (5th Cir. 1971), *cert. denied,* 409 U.S. 842 (1972) (permitting delisting). But no authority holds that the exclusive remedy against a listed company is delisting. The claim for relief is sufficient for jurisdictional purposes in any event.[19]

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[18] Provisions of the Listing Agreement requiring the corporation to, *e.g.*, "promptly notify the Exchange of any changes of officers or directors," Part I, 2, would not seem to give rise in any event to a liability to a securities holder. The provisions of the Listing Agreement here in question, however, were to "afford the holders of its securities listed on the Exchange a proper period within which . . . to exercise their rights . . . ."

[19] *United Mine Workers* v. *Gibbs,* 383 U.S. 715, 724 (1966). *See Hudak* v. *Economic Research Analysts, Inc.,* 499 F.2d 996, 1001 (5th Cir. 1974); *Parrent* v. *Midwest Rug Mills, Inc.,* 455 F.2d 123, 129 (7th Cir. 1972). The writer of the opinion for himself alone would hold that even if there were such a duty it would be essentially coterminus with a contractual duty to the appellants as third party beneficiaries. As he views it, the limited notification provisions of the Indenture and debenture were modified by virtue of the application for listing on the stock exchange, which specifically incorporated by reference the Listing Agreement of November 5, 1957, to which we have so frequently alluded. *See Lawrence* v. *Fox,* 20 N.Y. 268 (1859); *Seaver* v. *Ransom,* 224 N.Y. 233, 120 N.E. 639 (1918); *Weinberger* v. *NYSE,* 335 F. Supp. 139 (S.D.N.Y. 1971). The duty of a listed company to its own securities holders to treat them fairly is founded in fundamental concepts of the law pertaining to corporate fiduciaries. *Cohen* v. *Beneficial Industrial Loan Corp.,* 337 U.S. 541 (1949); *Pepper* v. *Litton,* 308 U.S. 295 (1939); *Chris-Craft Industries, Inc.* v. *Piper Aircraft Corp.,* 480 F.2d 341 (2d Cir.), *cert. denied,* 414 U.S. 910 (1973). Security holders of a

THE INADEQUACY OF THE BOEING NOTICE

The notice Boeing gave, we hold, had two deficiencies. First, Boeing did not adequately apprise the debenture holders what notice would be given of a redemption call. Investors were not informed by the prospectus or by the debentures that they could receive mail notice by registering their debentures, and that otherwise they would have to rely primarily on finding one of the scheduled advertisements in the newspaper or on keeping a constant eye on the bond tables. Second, the newspaper notice given by Boeing was itself inadequate.

The first factor we think highly significant. Many of the debenture holders might well have decided to register their bonds, had the significance of registration, or of the failure to register, been brought home in the materials generally available to the purchasers of the debentures. No detailed information as to notice was given on the face of the debentures, even in the fine print. The debentures stated simply:

> The debentures are subject to redemption, as a whole or in part, at any time or times, at the option of the Company, in not less than 30 nor more than 90 days' prior notice, as provided in the Indenture . . .

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corporation are in a very real sense creditor beneficiaries, *see* 1 Restatement of Contracts § 136 (1932), to whom an underlying duty of fair treatment is owed by the corporation or majority stockholders or controlling directors and officers thereof. While it may be said that the Indenture itself is a contract, *Kaplan* v. *Vornado, Inc.*, 341 F. Supp. 212 (N.D. Ill. 1971); *Buchman* v. *American Foam Rubber Corp.*, 250 F. Supp. 60 (S.D.N.Y. 1965), it was clearly entered into with listing on the NYSE in mind and was substantially simultaneous in execution and coordinate in operation with the listing application. On this basis it would be unnecessary in the writer's view to reach the ground upon which the court relies, but since this view is individual only, he joins in the ground for decision taken.

There was no indication that registration would mean that a debenture holder would receive mail notice. Nor was there any indication of the extent of newspaper notice to be provided—either as to the papers that would be used or how often the notice would be published. Debenture holders were simply referred by the debenture, as well as by the prospectus, to the 113-page Indenture Agreement, which, to be sure, was available to debenture holders or prospective purchasers upon request, but which was not circulated generally with the warrants or debentures.

We have dwelt at length in the facts on the newspaper notice actually given. While it may have conformed to the requirements of the Indenture it was simply insufficient to give fair and reasonable notice to the debenture holders.

The duty of reasonable notice arises out of the contract between Boeing and the debenture holders, pursuant to which Boeing was exercising its right to redeem the debentures. An issuer of debentures has a duty to give adequate notice either on the face of the debentures, *Abramson* v. *Burroughs Corp.*, CCH Fed. Sec. L. Rep. [1971-72 transfer binder] ¶ 93,456 (S.D.N.Y. 1972) (Lumbard, *C.J.*, sitting by designation), or in some other way, of the notice to be provided in the event the company decides to redeem the debentures. Absent such advice as to the specific notice agreed upon by the issuer and the trustee for the debenture holders, the debenture holders' reasonable expectations as to notice should be protected.

For less sophisticated investors (it will be recalled that warrants for the purchase of debentures were issued to *all* Boeing shareholders), putting the notice provisions only in the 113-page Indenture Agreement was effectively no notice at all. It was not reasonable for Boeing to expect these investors to send off for, and then to read understandingly, the 113-page Indenture Agreement referred to in both the prospectus and the debentures themselves in order to find out what notice would be provided in the event of redemption.

Boeing could very easily have run more than two advertisements in a single paper prior to the eleventh hour (March 28), at which time it issued its belated news release and advertised for the third time in the Wall Street Journal and for the first time in the New York Times. Moreover, in the same period that the debentures were in the process of being redeemed, Boeing was preparing for its annual meeting (to be held April 24). Proxy materials were being prepared throughout March and were finally mailed sometime between March 24 and March 30. Management could readily have arranged the redemption dates and the proxy mailing so that notice of the redemption dates could have been included in the envelope with the proxy materials. Thus at no extra cost except that of printing brief notices, at least all Boeing shareholders would have received mail notice, and presumably a significant number of the plaintiff class owned Boeing common stock, as well as debentures, in 1966. Had Boeing attempted such mail notice, or mail notice to original subscribers, and also given further newspaper publicity either by appropriate news releases or advertising earlier in the redemption period, we would have a different case and reasonable and sufficient notice might well be found.

Nothing that we have said is inconsistent with either *Abramson* v. *Burroughs Corp.*, *supra,* or with *Kaplan* v. *Vornado, Inc.*, *supra.* These cases are distinguishable on their facts as well as in respect to the legal arguments made.

In *Abramson* the court was presented with the claim that Rule 10b-5 was violated in connection with the sale of certain convertible debentures. As here, a nonconverting debenture holder was suing for the amounts lost when he failed to convert before the expiration of the conversion period and he challenged the notice procedures in connection with the redemption. In *Abramson,* however, the principal contention was that there were material omissions in the *prospectus* issued in connection with the sale of the debentures. Abramson alleged that the notice provisions in the prospectus were misleading in that they omitted the nature and frequency of notice that bondholders would receive.

Judge Lumbard in *Abramson* found quite to the contrary that the face of the debentures—unlike those here—stated exactly what notice would be provided, notice which incidentally was at least twice that required here, making specific reference to publication once a week for four weeks in a newspaper of general circulation in New York and one in Detroit. Thus the Burroughs debentures in *Abramson* specifically informed the investor where and how often notice of redemption would be published so that he could make a reasonable evaluation of the likelihood that he would receive such notice or take steps to increase the chances that he would see it either by subscribing to the Wall Street Journal or the like, by contacting a broker to handle the matter for him, or by registration.[20]

The notice provisions in *Abramson* were minimal but sufficient to clear judicial approval; the notice here was significantly less. Moreover, the Boeing debentures themselves were somewhat misleading. While they indicated that redemption could be made on not less than 30 days' notice, one would have had to have been, if not a lawyer, at least an experienced and knowledgeable investor, to read the fine print two paragraphs previously which said that the conversion right ran only "to and including but not after the tenth day prior to the redemption date . . . ."

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[20] In *Abramson*, moreover, the court emphasized that the debentures in issue specifically stated on their face that the bonds could be registered, and if registered that notice of a call would be provided to registered holders by mail. The court therefore concluded that the nonconverting debenture holders had themselves to blame for not receiving notice. Here, there was no such explicit information on the Boeing debentures. While the debentures did state that they could be registered, as we have said, there was no indication that registration would protect the investor by providing him with notice by mail.

In *Kaplan* v. *Vornado, Inc., supra,* where the percentage of nonredeeming debenture holders was under 3 per cent as opposed to the 7 per cent here, in addition to notices published in the New York Times in accordance with the indenture agreement there was a press release *prior* thereto which resulted in publications of the announcement of redemption in the Wall Street Journal, Women's Wear Daily, Daily News Record, Homes Furnishing Daily, and on the Reuters and Dow-Jones wire services. The court in *Kaplan* specifically found that "the essential facts of the defendant's redemption and of the termination of the holders' conversion rights were printed in these news items." 341 F. Supp. at 213.[21]

What one buys when purchasing a convertible debenture in addition to the debt obligation of the company incurred thereby is principally the expectation that the stock will increase sufficiently in value that the conversion right will make the debenture worth more than the debt. The debenture holder relies on the opportunity to make a proper conversion on due notice. Any loss occurring to him from failure to convert, as here, is not from a risk inherent in his investment but rather from unsatisfactory notification procedures. *See* Note, 54 Cornell L. Rev. at

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[21] The writer would note that in *Kaplan* the company did indeed comply with the NYSE Listing Agreement-Company Manual requirement of a general news release at the start of the redemption.

271. *See also* Miller, *How to Call Your Convertibles*, Harv. Bus. Rev. 66, May/June 1971.[22] The debenture holder's expectancy is that he will receive reasonable notice and it is his reliance on this expectancy that the courts will protect. *See generally* Fuller & Perdue, *The Reliance Interest in Contract Damages*, 46 Yale L.J. 52, 373 (1936-37). *See, e.g., Associated Perfumers, Inc.* v. *Andelman*, 316 Mass. 176, 55 N.E.2d 209 (1944). *See also Schlick* v. *Penn-Dixie Cement Corp.*, 507 F.2d 374 (2d Cir. 1974), *cert. denied*, 43 U.S.L.W. 3611 (U.S. May 19, 1975). Had there been proper publication, a reasonable investor undoubtedly would have taken action to prevent the loss occurring to him.

Of course, it may be suggested that the appellee corporation itself was not the beneficiary of the appellants' loss; rather, the corporate stockholders benefited by not having their stock watered down by the number of shares necessary to convert appellants' debentures. But an award against Boeing will in effect tend to reduce *pro tanto* the equity of shareholders in the corporation and thus to a large extent those who were benefited, one might almost say unjustly enriched, will be the ones who pay appellants' loss.[23]

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[22] Obviously, where a conversion is not made there may be costs to the company itself which unnecessarily has to make redemption payouts. Miller, Harv. Bus. Rev. at 67. Miller goes on to say that "newspapers have *not* proved an effective conduit, and because of this the corporate officer must concentrate on the mailing approach." Perhaps one solution to the overall problem would be the English one, whereby the convertible debenture is considered converted once the total principal amount of the issue outstanding is less than 25 per cent of its original size. *Id.* at 70.

[23] On the remand for a determination of damages, it might be appropriate for the district court to allow Boeing to meet the liability resulting from this case by issuing stock. That is what the plaintiffs would have had if they had received notice of the redemption call, and one of the purposes of the redemption was to enable the company

On the foregoing basis it is unnecessary for us to determine whether there is any cause of action under the Trust Indenture Act, 15 U.S.C. § 77bbb, as appellants contend. Nor, because appellants would not have standing to assert it, do we ground liability upon or make reference in the context of liability to appellants' argument that the call was illegal in the first instance because it was based upon an improper conversion rate.

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Damages and the "Conversion Rate"

why?

We must, however, in remanding to the district court for a determination of damages, take note of the conversion rate argument which was rejected by the court below. That argument was essentially that the 4 per cent stock dividend declared in November, 1958, the 2 per cent stock dividend declared in November, 1959, and the acquisition by Boeing on March 31, 1960, of substantially all the assets of Vertol Aircraft Corp. necessitated an adjustment in the conversion rate of two shares of Boeing stock for each $100 of debentures in accordance with Section 4.05 of the Indenture.[24] At all times after these three transactions, Boeing treated the conversion rate as 2.0448. Because that rate was under 2.045, no adjustment was required under the Indenture § 4.05(f), which provided in part that

> Whenever the amount by which the conversion rate would be changed in accordance with the foregoing provisions of this Section 4.05 is less than one-twentieth of a share of Capital Stock the Company at its option need not make such adjustment at that time.

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to exchange debt for equity capital. It would thus seem appropriate for Boeing to be able to issue stock to meet all or part of this liability, with, of course, the shares being valued according to their market value at date of issuance.

[24] The section is four printed pages long and therefore will not be reprinted here in its entirety.

Appellants on the other hand contend that the proper conversion rate was at least 2.045 or as high as 2.08.

On November 4, 1958, Boeing declared a 4 per cent stock dividend and issued 281,537 shares therefor. Section 4.05(b)iv states that in the case of shares so issued the consideration therefor shall be "deemed to be the number of shares so issued multiplied by the market value thereof."[25] Boeing initially calculated the market value by including the stock dividend shares in the number of shares outstanding to obtain the market value of the post dividend stock, *i.e.*, by dividing the closing price of the stock on November 4 of $56.875 by 1.04 since there were 104 shares where there had been 100. This resulted in a market value figure rounded off to $54.75 which, multiplied by the number of stock dividend shares issued, gave a total consideration therefor of $15,414,151.[26] On this basis the calculated rate was 1.9927 but since the indenture required that the conversion rate not be below 2.00, note

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[25] Market value in connection with a limited stock dividend is defined in Section 1.01 as follows:

> For the purposes of this definition market value shall mean the last reported sale price of the Capital Stock of the New York Stock Exchange (or if not listed on the New York Stock Exchange, then on any national securities exchange where listed) on the date of declaration of each stock dividend involved or, if there shall not have been a sale on such date, on the basis of the average of the bid and asked quotations therefor on said exchange on such date, or if the Capital Stock shall not then be listed on any national securities exchange, on the basis of the average of the bid and asked quotations in the over-the-counter market on such date.

[26] That consideration and the number of shares issued were to be added to the initial consideration of $351,872,350 and 7,037,447 (valued at $50 per share) shares. Under the basic conversion rate formula the product of $100 and the number of resulting shares is divided by the aggregate consideration. "The resulting quotient, adjusted to the nearest one-hundredth, shall thereafter be the conversion rate (until further adjusted) if it is greater than the basic conversion rate [of 2.00 shares for each $100 debenture]." Sec. 4.05(a). But if the adjusted rate is *less* than 2.00 the basic conversion rate of 2.00 governs.

26 *supra,* the rate remained at 2.00. Appellants agree that the rate should be 2.00 but contend that the consideration for the stock dividend shares should be treated as at $14,076,850, the figure which would result from a flat 2.00 or $50 per share rate (above which stock dividend shares could not be valued under the limitations of Section 4.05(a), note 26 *supra*).

Initially the 2 per cent stock dividend of 147,489 shares on November 2, 1959, was treated by Boeing in the same way as the previous year's dividend. The November 2, 1959, closing price of $30.375 per share was divided by 1.02 to obtain a quotient of $29.77 which, multiplied by the number of shares (147,489), gave additional consideration of $4,390,748 to be added to the aggregate consideration (under Section 4.05(b))[27] after the prior stock dividend.

The gist of appellants' complaint about the conversion rate is that in connection with the acquisition of Vertol Aircraft assets in 1960 for 472,736 shares of Boeing, not only were the Vertol assets overevaluated and evaluated at the wrong time so as to obtain the highest evaluation, but the prior stock dividend adjustments were recomputed to the debenture holders' disadvantage. The argument is that all this was done having the conversion rate precisely in mind and with the purpose of keeping it at 2.044999 or below so as to avoid adjustment. (See Exhibit 28.)

The recomputation of the stock dividend adjustments was as follows. The full share price of $56.875 at the close of the 1958 dividend day was taken, that is, the stock dividend shares were not included in the number of shares outstanding. Thus the consideration received was calculated at $16,012,417 (281,537 x 56.875) rather than the $15,414,151 previously used. The same was done in connection with the 1959 2 per cent stock dividend, resulting in increased consideration of $4,479,979 rather than the $4,390,748 previously used. Appellants urge that Boeing thereby "added" consideration received of $1,935,567 from the 1958 dividend (because appellants would treat that as $14,075,850) and $87,843 from the 1959 dividend, thus leaving at the end of this recomputation a conversion rate of 2.0052 rather than one of 2.0161. But the lower court found, and we agree, that while appellants' computations, or at least Boeing's original ones, better represent the economic realities and more accurately follow general accounting practice, there was discretion in the Board under Section 1.01, note 25 *supra,* not to include the dividend shares in computing the market value.

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[27] **Appellants overlook the aggregate aspect of Section 4.05(b).**

In connection with the Vertol acquisition, the value placed on it for purposes of determination of the conversion rate was the market value of the Boeing stock on November 13, 1959, at 33⅝, for a total of $15,895,748. Appellants argue that three different valuations would have been more accurate and fairer: the valuation on March 31, 1960, of the Vertol assets as recorded on the Boeing books at $12,435,138.47; that on January 18, 1960, when the contract of acquisition was signed and the Boeing stock worth 30⅝; or that on March 30, 1960, when the contract was closed and the Boeing stock worth 24⅛. Any one of these valuation measures would have increased the conversion ratio to over 2.045. But Section 4.05(b)(2) of the Indenture provided that "in the case of the issuance of shares for consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the board of directors." The district court's finding was that there was no evidence that Boeing "had any purpose of deliberately hurting its debenture holders" and that while it was true that on November 13, 1959, the acquisition was still tentative, the board of directors had a colorable right to fix the fair value of the consideration as of November 13, 1959. That decision was one made, the court below found, in good faith and with the approval of accountants, auditors, investment bankers and counsel. Consequently, the court found that the decision was not subject to attack. *See Morris* v. *Standard Gas & Electric Co.*, 31 Del. Ch. 20, 63 A.2d 577 (1949). We do not believe the trial court's findings clearly erroneous. On those findings the conclusion of law was correct. In short, we affirm so much of the trial court's opinion as relates to the conversion rate.

Judgment affirmed in part; reversed and remanded in part.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
--X

WILLIAM R. VAN GEMERT, et al.,

Plaintiffs,

-against-

THE BOEING COMPANY, et al.,

Defendants.
--X

66 Civ. 1820 (S.R.)

NOTICE OF MOTION

PLEASE TAKE NOTICE that upon the answering affidavit of Stuart D. Wechsler, sworn to on December 11, 1975, the mandate of the United States Court of Appeals for the Second Circuit reversing in part and affirming in part the judgment herein of the United States District Court for the Southern District of New York and remanding the action in part for further proceedings, and the opinion of the United States Court of Appeals for the Second Circuit dated July 14, 1975 holding for such affirmance in part, reversing in part and remanding, plaintiffs Van Gemert, Henning, Houchins, Pearlman and Chariott will move this Court pursuant to Rule 34 of the General Rules of the United States District Court for the Southern and Eastern Districts of New York at the United States Courthouse, Foley Square, New York, New York, on December 27, 1975 at 10:00 a.m., or as soon thereafter as counsel may be heard for an order (1) awarding judgment to the plaintiffs and against defendants in the amount of $4,026,762.25 together with interest thereon from March 29, 1966, plus the costs and disbursements of this action; (2) setting a date for a hearing with respect to plaintiffs' counsel fees and the manner in which the judgment should be paid and distributed to the members of the class, as well as a schedule for the submission of papers to the court with respect thereto; (3) and for such other and different relief as to the court may seem just and proper.

Dated: New York, New York
December 11, 1975

KASS, GOODKIND, WECHSLER & GERSTEIN

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
---X

WILLIAM R. VAN GEMERT, et al.,

Plaintiffs, 66 Civ. 1820

-against-

AFFIDAVIT

THE BOEING COMPANY, et al.,

Defendants.

---X

STATE OF NEW YORK)
:ss.:
COUNTY OF NEW YORK)

STUART D. WECHSLER, being duly sworn, deposes and says:

1. I am a member of Kass, Goodkind, Wechsler & Gerstein, the attorneys for plaintiffs, Van Gemert, Henning, Houchins, Pearlman and Chariott, and am thoroughly familiar with the matters contained herein. I make this affidavit in support of said plaintiffs' motion for further proceedings in accordance with a remand from the United States Court of Appeals for the Second Circuit (the "Court of Appeals").

2. On November 30, 1973, a judgment in this Court was entered against the plaintiffs dismissing the complaint. The judgment was rendered after trial, upon the opinion of the Hon. Sylvester J. Ryan. Plaintiffs appealed from the judgment and, upon the appeal, the Court of Appeals reversed in part and remanded the action to this Court for further proceedings in accordance with its opinion. A copy of the remand is annexed hereto as Exhibit A and a copy of the opinion of the Court of Appeals (the "Opinion") is annexed hereto as Exhibit B.

3. As can be seen from page 26 and footnote 23 of the Opinion, the remand to this Court is for the purpose of determining damages suffered by the plaintiffs and to enter judgment accordingly in favor of the plaintiffs and against the defendants. As will be shown below, the damages to be determined are readily calculable from stipulated facts and facts set forth in the Opinion and, therefore, it is respectfully submitted that this Court should determine the damages upon the papers submitted and without the submission of testimony or further evidence at a hearing or inquest.

THE NATURE OF THE ACTION

4. This is a class action involving a call by defendant The Boeing Company ("Boeing") of convertible debentures listed on the New York Stock Exchange (the "Exchange"). The action was brought on behalf of debenture holders who did not receive notice of the call and, as a result, failed to convert their debentures into common stock of Boeing. Because the amount paid upon redemption was much less than the value of stock issuable upon conversion, those holders who did not convert, because they did not receive notice, incurred substantial damages. It is these damages which this Court must now assess.

5. The Court of Appeals held that the notice of the call given by Boeing was inadequate, and also that Boeing did not sufficiently apprise the debenture holders as to the type of notice they would be given in the event of a call. Thus, the Court of Appeals held that Boeing is liable to the class for the damages they incurred when they could not convert by reason of the inadequate notice of the call, and reversed the judgment and findings of this Court insofar as it dismissed the complaint and held that Boeing was not liable for inadequate notice of the call.

One of the attorneys on plaintiff's committee, Norman Winer, Esq. had also advanced a theory which would have resulted in a different measure of damages, i.e, that a conversion rate adjustment of the debentures was required because of a prior stock dividend and acquisition by Boeing. The Court of Appeals, however, rejected that contention and affirmed this Court's dismissal thereof.

THE UNDISPUTED FACTS REQUIRED TO CALCULATE THE DAMAGES

6. The parties stipulated to most of the facts involved in this action, including those pertinent to a determination of damages. A copy of said stipulation of facts is annexed hereto as Exhibit C*.

7. As stated in paragraph 155 of the stipulation, the members of the class held an aggregate of $1,544,300 in face amount of debentures as at March 29, 1966, the date that conversion rights were cut off (the "cut off date"). As stated on page 3 of the Opinion, and as may be derived from paragraphs 27 and 148 of the stipulation, the market value of Boeing stock was such that $100 of principal amount of the debentures was convertible into $316.25 of stock as at the cut off date. The Opinion also states, on the same page, and paragraph 148 of the stipulation shows, that $100 of principal amount of debentures was worth $364 in stock within 30 days thereafter, i.e., the market value of stock into which $100 of principal amount of debentures was convertible rose to as high as $364 within 30 days after the cut off date. The day that such stock was worth $364 is referred hereinafter as the "high market date".

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* The voluminous exhibits to the stipulation are not annexed, except for §5.01 of the Indenture which contains the table of redemption for the Debentures and §17.04 of the Indenture which states that it is governed under New York law. A copy of the entire Indenture is exhibit 4 to the stipulation of record.

8. The aggregate amount for which the $1,544,300 of debentures were redeemable, as at the time of the call, was $1,594,489,75. See §5.01 of the Indenture which states that debentures were redeemable during the 12 month period ending July 1, 1966 for 103 1/4% of their principal amount.

9. On the cut off date, since $100 of principal amount of the debentures was convertible into stock worth $316.25, the aggregate face amount of $1,544,300 held by the class was convertible into stock having a market value of $4,883,848.75 on that date. Because the class did not receive notice of the cut off of conversion privileges, on the cut off date the aggregate value of the securities held by the class dropped from $4,883,848.75 (the value of the stock into which the debentures were convertible) to securities having a value of $1,594,489.75 (the aggregate amount for which the debentures were redeemable) for a difference of $3,289,359.

10. If the class members had received notice of the call, their debentures would have been converted into stock having an aggregate market value of $5,621,252 as at the high market date. Therefore, in order to replace their debentures with Boeing stock at the conversion ratio, by purchasing the stock on the market and redeeming their Debentures, the class members would have been required to pay as much as $5,621,252 for the stock, within 30 days after the cut off date, and would have obtained only $1,594,489.75 from the redemption of their Debentures. The loss to the class would have been the difference of $4,026,762.25.

11. From the foregoing, it can be seen that the principal amount of the damages suffered by the class is either

(a) $3,289.359 if damages are computed as at the cut off date or (b) $4,026,762.25 if damages are based upon the value of the property lost by the class as at a time that the class members reasonably could have replaced the property by purchasing in the market.

We respectfully submit that the latter amount of $4,026,762.25 is the appropriate principal amount of the damages because the damages are based upon replacement value. It is also clear that the judgment should include interest on the principal amount. The court is respectfully referred to plaintiffs' memorandum of law submitted herewith with respect to the appropriateness of damages based upon replacement value and the inclusion of interest thereon.

DISTRIBUTION OF THE DAMAGES TO THE MEMBERS OF THE CLASS AND COUNSEL FEES FOR PLAINTIFF'S ATTORNEYS

12. After determining the amount of damages, the court should direct the manner in which the judgment will be paid and distributed to the members of the class. In addition, the court should also determine the amount of counsel fees to be awarded to plaintiffs' counsel.

13. In view of the foregoing, it is respectfully requested that, in addition to determining the damages, this court set a date for a hearing on counsel fees and the manner in which the judgment will be paid and distributed, and a schedule for the submission of papers with respect thereto.

WHEREFORE, plaintiffs Van Gemert, Henning, Houchins, Pearlman and Chariott respectfully request an order as follows:

1. Awarding judgment to the plaintiffs and against defendants in the amount of $4,026,762.25, together with interest

thereon from March 29, 1966, plus the costs and disbursments of this action;

2. Setting a date for a hearing with respect to plaintiffs' counsel fees and the manner in which the judgment should be paid and distributed to the members of the class, as well as a schedule for the submission of papers to this court with respect thereto; and

3. Such other and different relief as to this court may seem just and proper.

Stuart D Wechsler
STUART D. WECHSLER

Sworn to before me this
11th day of December, 1975

Notary Public

[illegible] York
[illegible] 19 6

United States Court of Appeals
FOR THE
SECOND CIRCUIT

At a stated Term of the United States Court of Appeals for the Second Circuit, held at the United States Courthouse in the City of New York, on the fourteenth day of July one thousand nine hundred and seventy-five.

Present:

HON. J. EDWARD LUMBARD

HON. JAMES L. OAKES

HON. WILLIAM H. TIMBERS

Circuit Judges,

74-1157-59
74-1163
74-1183

William R. Van Gemert, Albert A. Manning, Edward E. Houchins, Nathan Pearlman, Elias A. Chariott, Charles K. Davis, Andreal Holding Corp., Samuel A. Weiss, Irwin L. Isert, Jack Kirschner, Charles Friedman, H. Michael Albers, Abraham Stern, Edward Kempler, Simeon A. Schloss, Jr., Mary Jane Schloss Silverman, Simeon A. Schloss, Jr., and Mary Jane Silverman, Trustees under the Last Will and Testament of Floretta Schloss Wile, David H. Botsford, Mrs. Samuel Lemler, Louis Davis, Mrs. Leonard C. Dill, Jr., Joseph Schlagmann, [illegible] Bigler, Ann Louise Diamond, Samuel Chardavoyne, William M. Jones, Mr. & Mrs. H. Diemman, Milton Hart, Mary Levin, Frances Davis, E. Julian Davis, Robert Lemlich, Arthur Frisch, Marian S. Mitchell, Vincente J. Bonnard, Harold M. White and Margaret C. White, Morris Bernstein, Walter L. Eaton, Ernest G. Angevine, Abraham Berchick, Committee for the Estate of Max Schneider, an incompetent, Francis H. Hoobs, and Albert [illegible] Aditti, Gertrude McNaught, Mrs. J. H. Stein, Joan S. Berman, J. [illegible] ~~Stein, [illegible] Morita~~, Virginia ~~W. Staub~~, Louis Berglas, Dr. Jack Diener, Dennis J. Finn, [illegible] J. Winer, Joanne W. Finn and S. Edward Mittler for and on behalf of themselves and for all other holders of the Boeing Company [illegible]-1/4% Convertible Subordinated Debentures, due July 1, 1980 who are similarly situated,

Plaintiffs-Appellants

v.

The Boeing Company (formerly Boeing Airplane Company), The Chase Manhattan Bank, Clairmont L. Egtvedt, William M. Allen, Edward C. Wells, James E. Prince, [illegible] P. McKelvaif, W. L. Campbell, Artemus L. Gates, Crawford H. Greenewalt, William G. Reed, [illegible] Kinner, Thomas R. Wilcox, John O. Yeasting and George H. Weyerhaeuser,

Defendants-Appellees

Joseph [illegible] Weil & [illegible] Weil, Intervening-Plaintiffs.

Appeal from the United States District Court for the Southern District of New York.

This cause came on to be heard on the transcript of record from the United States District Court for the Southern District of New York, and was argued by counsel.

ON CONSIDERATION WHEREOF, it is now hereby ordered, adjudged, and decreed that the judgment of said District Court be and it hereby is affirmed in part and reversed in part and that the action be and it hereby is remanded in part for further proceedings in accordance with the opinion of this court with costs to be taxed against the appellees.

DOCKETED AS
JUDGMENT # 75,936
ON November 24, 1975

A. DANIEL FUSARO,
Clerk

By VINCENT A. CARLIN,
Chief Deputy Clerk

BEST COPY AVAILABLE

(A true copy.
A. Daniel Fusaro

EXHIBIT A

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

STATEMENT OF COSTS

Taxed in favor of appellant-Dr. Jack Diener in

William R. Van Gemert, Albert A. Henning, et al.,

Plaintiff-Appellants

vs.

The Boeing Company, etc., et al.,
Defendants-Appellees

Joseph N. Weil & Selma B. Weil,
Entervening-Plaintiffs

No. 321-325

September Term, 1974,

Docketing Action	$ 50	00
XXXXXXXXXXXXXXXXXXXX		
XXXXXXXXXXXXXXXXXXX		
Taxed at the sum of	$ 50	00

A. Daniel Fusaro,
Clerk

By Vincent A. Carlin,
Chief Deputy Clerk

UNITED STATES COURT OF APPEALS

For the Second Circuit

STATEMENT OF COSTS

Taxed in favor of appellants-Dennis J. Finn, et al. in

William R. Van Gemert, Albert A. Henning, et al.,
Plaintiff-Appellants

vs.

The Boeing Company, etc., et al.
Defendants-Appellees

Joseph N. Weil & Selma B. Weil,
Intervening-Plaintiffs

No. 321-325

September Term, 1974,

Docketing Action	$ 50	00
[illegible]		
Cost of Printing Brief	$ 366	50
Cost of Reply Brief	$ 132	84
Taxed at the sum of	$ 549	34

A. Daniel Fusaro,
Clerk

By Vincent A. Carlin,
Chief Deputy Clerk

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

STATEMENT OF COSTS

Taxed in favor of appellants-William R. Van Gemert et al. in

William R. Van Gemert, Albert A. Herming, et al.,
Plaintiffs-Appellants

vs.

The Boeing Company etc., et al.,
Defendants-Appellees

Joseph N. Weil & Selma B. Weil,
Intervening-Plaintiffs

No. 321-325

September Term, 1974,

[illegible]	$ 50	00
Docketing Action	~~[illegible]~~	~~[illegible]~~
Cost of F~~[illegible]~~ Appendix	$1467	88
Cost of Printing Brief	245	11
Cost of Reply Brief	128	57
~~[illegible]~~		
Taxed at the sum of	$1891	56

A. Daniel Fusaro,
Clerk

By Vincent A. Carlin,
Chief Deputy Clerk

EXHIBIT B

Annexed to Affidavit of Stuart D. Wechsler
Same as Opinion of United States Court
of Appeals for the Second Circuit Decided on July 14, 1975.

Printed at pages A87 to A116

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - x

WILLIAM R. VAN GEMERT, et al., : 66 Civ. 1820

Plaintiffs, : AGREED STATEMENT AS TO CERTAIN FACTS AND WHAT CERTAIN WITNESSES WOULD TESTIFY TO IF CALLED AT TRIAL

-against- :

THE BOEING COMPANY, et al., :

Defendants. :

- - - - - - - - - - - - - - - - - - x

IT IS HEREBY STIPULATED AND AGREED by the parties hereto that the following statement of certain facts and what certain witnesses would testify to if called at trial and the exhibits referred to and marked therein shall be regarded for the purposes of this litigation only as authentic and genuine subject to the following terms and conditions:

1) All rights of any party to object to the relevancy and materiality of the facts and testimony and the exhibits are reserved for trial;

2) The right of any party to add to or to attempt to contradict by testimony, including cross-examination, document or argument any of the statements of what a witness would testify to; and

3) The right of plaintiffs' counsel to demand, within sixty days of the signing hereof, an examination with or without the aid of experts of all documents and records, the authenticity and genuineness of which are hereby stipulated.

EXHIBIT C

1. Plaintiffs are or were on March 30, 1966 holders of bearer 4 1/2% Convertible Subordinated Debentures due July 1, 1980 (the "debentures") which were issued by Boeing Airplane Company (now The Boeing Company) ("Boeing") on or about July 1, 1958. A specimen debenture is annexed hereto as Exhibit 1.

2. The names and post office addresses and places of residence of all plaintiffs named in the complaint herein, together with the date on which they acquired their respective debentures, except as indicated, are set forth below:

Name	Post Office Address and Residence	Date on Which Debentures Acquired
William R. Van Gemert	641 West Roxbury Parkway, Mass. 02123	
Albert A. Henning	16 East 23rd Street New York, New York	11/17/58
Edward E. Houchins	6540 Glenmore Avenue Philadelphia, Pa.	7/1/58
Nathan Pearlman	2447D Shaker Blvd. Shaker Hts., Ohio	8/21/59
Elias A. Chariott	Not Known	
Charles K. Davis	87 Commodore Road Worcester, Mass.	
Andreal Holding Corp.	c/o Mr. Charles L. Tenebaum 349 East 149th Street Bronx, New York	8/25/59
Samuel A. Weiss	145 Michael Drive Syosset, L. I., N. Y.	7/1/58
Irwin L. Isert	107 Sherry Drive Yorktown Hts., N. Y.	Date of Issue
Jack Kirschner	69-30 Fresh Meadow Lane Flushing, N. Y. 11365	4/66
Charles Friedman	c/o David Goldstein Goldstein & Peck 955 Main Street Bridgeport, Conn. 06603	7/15/58

Name	Post Office Address and Residence	Date on Which Debentures Acquired
H. Michael Albers	1616 Walnut Avenue Philadelphia, Pa. 19103	1/14/63
Abraham Stern	148 Madison Avenue New York, New York	7/16/58
Edward Kampler	104-40 Queens Boulevard Apartment 12B Forest Hills, New York	7/1/58
Simeon A. Schloss, Jr.	P. O. Box 896 Charlotte, North Carolina	7/58
Mary Jane Schloss Silverman	Elkins Park House Apartment 502B Elkins Park, Pa.	7/1/58
Floretta Schloss Wile	P. O. Box 596 Charlotte, N. Carolina	
David M. Botsford	c/o Jack Robertson, Esq. Robertson Alesander & Luthig 1177 University Drive Menlo Park, Cal. 94027	2/17/61
Mrs. Samuel Lemler	1655 Flatbush Avenue Apartment B406 Brooklyn, New York	Rights offering
Louis Davis	68-09 Booth Street Forest Hills, N. Y.	
Mrs. Leonard C. Dill, Jr.	Maybrook Cottage Penn Road Wynnewood, Pa.	7/21/58
Joseph Schlagman	1170 Ocean Avenue Brooklyn, New York	7/15/58
Natalie K. Wigler	47 Avalon Road Garden City, New York	1955/56 and 6/62
Ann Louise Diamond	15 Meadow Lane Freeport, N. Y. 11520	Orig subscription
Samuel Chardavoyne	60 Gramercy Park New York, New York	
William M. Jones	1507 North Kedoale Chicago, Ill. 60651	
Mr. and Mrs. H. Dieneman	549 West Brompton Ave. Chicago, Illinois	

Name	Post Office Address and Residence	Date on Which Debentures Acquired
Milton Hart	10 Knoll Road Tenafly, New Jersey	7/28/58
Mary Levin	c/o Theodore Levin, Esq. 125 South Main Street Greensburg, Pa. 15601	9/2/59, 4/15/61, 1/2/64
Francis Davis	1280 West 72nd Street Kansas City, Mo.	9/6/60
E. Julian Davis	c/o H. Barrow Cagle, Esq. 821 Alfred I. Dupont Bldg. Miami, Fla. 33131	7/21/58
Robert Lemlich	Chemistry Building University of Cincinnati Cincinnati, Ohio 45221	Orig subscription
Arthur Frisch	Not Known	
Marian S. Mitchell	Not Known	
Vincente J. Bonnard	Not Known	
Dr. Jack Diener	4545 Connecticut Avenue, N.W. Washington, D. C.	2/25/66
Dennis J. Finn	526 West Di Lido Island Miami Beach, Florida 33139	7/27/64, 1/11/65
Bertha J. Winer, Deceased Norman Winer, Executor of the Estate of Bertha J. Winer	1185 Park Avenue New York, New York 10028	7/21/58
Joanne W. Finn	1185 Park Avenue New York, New York 10028	7/21/58
S. Edward Mitler	Greenhill ED 1132 1001 City Avenue Philadelphia, Pa. 19151	3/20/59
Louis Berglas	10 Fulton Street Brooklyn, New York	
Gertrude McNaught	1138 Franklin Avenue River Forest, Ill.	Orig subscription
Mrs. J. H. Stern	77 North Main Street Clintonville, Wisconsin	Orig subscription

Name	Post Office Address and Residence	Date on Which Debentures Acquired
Mrs. Joan S. Berman	755 Vernon Avenue Glencoe, Illinois	Inheritance orig subscription
Dr. J. David Stein	2604 Techwood Drive Columbus, Georgia	Inheritance orig subscription
Harold M. White	1657 Sherman Avenue Northbrook, Illinois	
Margaret C. White	1657 Sherman Avenue North brook, Illinois	
Morris Bernstein	159 St. Paul Street Brookline, Massachusetts	
Walter L. Eaton	228 Main Street Winchester, Massachusetts	
Ernest G. Angevine	95 Prince Street West Newton, Massachusetts	
Abraham Perchick	15 West 72nd Street New York, New York	
Committee for the Estate of Max Schneider	45 Sutton Place South New York, New York	
Francis H. Shoobe	31 Winchester Oval New Rochelle, New York	4/59
Albert A. Arditti	420 Park Avenue New York, New York	
Sarah E. Moritz	Not Known	Orig subscription
Virginia W. Staub	Not Known	Orig subscription and gift from husband 1958

3. Defendant Boeing is and at all relevant times was a corporation organized and existing under the laws of the State of Delaware.

4. Defendant Thomas R. Wilcox was until September 1967 a resident of the State of Connecticut and at all relevant times since September 1967 he has been a resident of the State of New York. At all relevant times since March 6, 1964 defendant Thomas R. Wilcox has been a Director of Boeing.

5. As of February 28, 1966, W. M. Allen, President of Boeing, owned 15,103 shares of Boeing Capital Stock, J. E. Prince, Secretary, owned 2,949 shares of Boeing Capital Stock, H. W. Haynes, Vice President Finance, owned 1,143 shares of Boeing Capital Stock; all three of them held Boeing stock options; none of them owned any of the debentures and no Director of Boeing owned any of the debentures.

6. At the times stated below H. W. Haynes held the following positions with Boeing:

(a) May, 1957 - June, 1959, Assistant Controller;

(b) June, 1959 - September 30, 1960, Controller;

(c) September 30, 1960 - October 31, 1966, Vice-President Finance; and

(d) October 31, 1966 - present, Director and Vice-President Finance.

7. The Boeing securities beneficially owned by H. W. Haynes since 1958 are as follows:

Year	Capital Stock
1958	160
1959	160
1960	0
1961	18
1962	41
1963	64
1964	564
1965	768
1966	1143
1967	1250
1968	500
1969	500

8. The law firm of Perkins, Coie, Stone, Olsen & Williams (formerly Holman, Mickelwait, Marion, Black & Perkins) is and at all times relevant to this lawsuit was general counsel for Boeing.

9. Harold F. Olsen is and at all times since 1954 has been a member of the law firm of Perkins, Coie, Stone, Olsen & Williams and its predecessor firms.

10. The Boeing securities owned beneficially or as custodian for his children by H. F. Olsen since 1958 are as follows:

Year	Capital Stock	5 1/2% Debentures
1958	0	0
1959	100	0
1960	100	0
1961	100	0
1962	0	0
1963	60	0
1964	60	0
1965	60	0
1966	135	900
1967	0	0
1968	0	0
1969	0	0

11. At a Special Meeting held in Seattle on June 23, 1958 the Board of Directors of Boeing authorized the creation of an issue of debentures to be known as the "   % Convertible Subordinated Debentures due July 1, 1980", to be issued in an aggregate principal amount of $30,597,600. A copy of the minutes of the meeting is annexed hereto as Exhibit 2.

12. At the Special Meeting held in Seattle on June 23, 1958 the Board of Directors of Boeing approved a Subscription Offer by Boeing to its stockholders of $30,597,600 principal amount of its 4 1/2% Convertible Subordinated Debentures due July 1, 1980.

13. At the Special Meeting held on June 23, 1958 the Boeing Board of Directors appointed City Bank Farmers Trust Company ("City Bank") Subscription Agent in connection with the Subscription Offer and approved

a Letter of Instructions to the Subscription Agent. A copy of the Letter of Instructions is annexed hereto as Exhibit 3.

14. At the Special Meeting held on June 23, 1958 the Boeing Board of Directors appointed The Chase Manhattan Bank ("Chase") to act as Trustee under the indenture (the "Indenture") pursuant to which the debentures were to be issued. A copy of the Indenture is annexed hereto as Exhibit 4.

15. On June 25, 1958, Boeing mailed to all holders of its capital stock a letter from its President, William M. Allen, which informed them of Boeing's decision to sell the debentures and of the fact that each holder of record would receive in the near future a warrant representing rights to purchase debentures after clearance by the SEC. The letter cautioned them that they should arrange for exercise or sale of rights in the event that they would not personally be able to attend to the matter. A copy of the letter is annexed hereto as Exhibit 5.

16. On June 25, 1958 Boeing filed a Registration Statement on Form S-1 bearing Registration No. 2-14218 with the SEC. Included in this Registration Statement was a Preliminary Prospectus dated June 25, 1958. A copy of the Registration Statement is annexed hereto as Exhibit 6.

17. On June 26, 1958 Boeing made application for listing the debentures on the New York Stock Exchange ("NYSE"). A copy of Listing Application A-17645 is annexed hereto as Exhibit 7.

18. Boeing entered into a Listing Agreement - No. A-17292 - with the NYSE on November 5, 1957, which was incorporated by reference into Listing Application A-17645, which Boeing submitted to the NYSE on June 25, 1958 in connection with the listing of the debentures on the Exchange. A copy of Listing Agreement No. A-17292 is annexed hereto as Exhibit 8.

19. On June 26, 1958 Holman, Mickelwait, Marion, Black & Perkins, counsel for Boeing, sent the NYSE a proof of the form of $1,000 coupon debenture and a proof of the Indenture.

20. On June 30, 1958 Boeing filed Amendment No. 1 to Form S-1 with the SEC. Included in Amendment No. 1 was a Preliminary Prospectus dated June 30, 1958. A copy of Amendment No. 1 is annexed hereto as Exhibit 9.

21. On or about July 23, 1958 Boeing entered into an Indenture with The Chase Manhattan Bank dated as of July 1, 1958 pursuant to which Chase acted as Trustee for the debentures, which were issued in the aggregate principal amount of $30,597,600.

22. On July 7, 1958 the listing of the debentures and the Capital Stock issuable on conversion was approved by the NYSE upon official notice of issuance.

23. On July 10, 1958 Boeing filed Amendment No. 2 to Form S-1 with the SEC. Included in Amendment No. 2 was a Preliminary Prospectus dated July 10, 1958. A copy of Amendment No. 2 is annexed hereto as Exhibit 10.

24. At a Special Meeting held in Seattle on July 14, 1958 the Board of Directors of Boeing fixed the title of the debentures as the "4 1/2% Convertible Subordinated Debentures, due July 1, 1980". A copy of the minutes of the meeting is annexed hereto as Exhibit 11.

25. By resolution dated July 14, 1958 the Board of Directors of Boeing set the initial conversion rate for the debentures at two shares of Capital Stock for each $100 principal amount of debentures, equivalent to a conversion price of $50 per share of Capital Stock.

26. Section 4.07 of the Indenture provides in part

> ". . . The Company shall at all times reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of the Debentures, such number of its duly authorized shares of Capital Stock as shall from time to time be sufficient to effect the conversion of all outstanding debentures.
>
> * * *
>
> Before taking any action which would cause an adjustment reducing the conversion price ($100 divided by the current conversion rate) below the then par value, if any, of the shares of Capital Stock issuable upon conversion of the Debentures, the Company will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue full paid and non-assessable shares of such Capital Stock at such adjusted conversion price."

27. By resolution dated July 14, 1958 the Boeing Board of Directors reserved 611,952 shares of Capital Stock for issuance upon and in consideration of the surrender for conversion of debentures at the initial conversion rate of two shares of Capital Stock for each $100 principal amount of debentures.

28. On July 15, 1958 Boeing entered into an Underwriting Agreement with Harriman Ripley & Co., Incorporated and Blyth & Co., Inc. and the other underwriters referred to in the Underwriting Agreement with respect to the purchase from Boeing by the underwriters of such of the debentures as would not be subscribed and paid for pursuant to the Subscription Offer. A copy of the Underwriting Agreement is annexed hereto as Exhibit 12.

29. On July 15, 1958 Boeing filed Amendment No. 3 to Form S-1 with the SEC. Included in Amendment No. 3 was a final Prospectus dated July 15, 1958. A copy of Amendment No. 3 is annexed hereto as Exhibit 13.

30. On July 15, 1958 Boeing offered the holders of its Capital Stock of record at 3:30 P.M. on July 15, 1958 the right to subscribe to the debentures at a subscription price of 100% of the principal amount subscribed at the rate of $100 principal amount of debentures for each 23 shares of Capital Stock held on the record date.

31. Rights to subscribe to the debentures were evidenced by fully transferable warrants (the "warrants"). Annexed hereto as Exhibit 14 are a specimen blank warrant and a specimen warrant executed by an individual who subscribed to the offering, which bears the stamp of City Bank.

32. The form of the warrants was prepared jointly by Boeing, the underwriters and City Bank.

33. The warrants were issued by City Bank in a form previously supplied to it by Boeing. Each warrant contained the name and address of the stockholder to whom it was issued; the number of rights issued to him; a form for exercise by the stockholder which required his signature and address; and a form for transfer of the warrant.

Paragraph 4 of the "Directions as to Use" on the reverse side of the warrant provided

> "4. TO TRANSFER WARRANTS: Fill in and sign FORM 3. This Warrant is transferable upon execution of FORM 3 in the same manner and with the same effect as in the case of a negotiable instrument payable to a specified person. If this Warrant is assigned in blank, title shall pass by delivery. This Warrant, if properly assigned, may be used by a new holder for subscription without having a new Warrant issued, in which case the name and address of the new holder executing the subscription must be filled in on FORM 3. Where 2 or more Warrants are used in effecting a subscription the subscription form (FORM 1) on only 1 Warrant need be executed." (Emphasis in original)

34. One right to subscribe to the debentures was issued by Boeing for each full share of Capital Stock held on the record date.

35. Warrants were drawn in the names of holders of Boeing capital stock and in those cases where brokers or other nominees were stockholders of record, the warrants were split into lesser denominations if so requested by them.

36. Between 9:00 P.M. July 15, 1958 and 5:00 P.M. July 16, 1958 City Bank sent to all holders of record of Boeing Capital Stock at the close of business July 15, 1958, other than holders with A.P.O. or F.P.O. registered addresses or with registered addresses outside the Continental United States and Canada, a letter from W. M. Allen, President of Boeing, together with a Prospectus dated July 15, 1958, a warrant evidencing the holder's rights to subscribe to the debentures, and a return envelope. Copies of the letter and July 15, 1958 Prospectus are annexed hereto collectively as Exhibit 15.

37. Between 9:00 P.M. July 15, 1958 and 5:00 P.M.

July 16, 1958 City Bank sent to all holders of record of Boeing Capital Stock at the close of business on July 15, 1958 with A.P.O. or F.P.O. registered addresses or with registered addresses outside the Continental United States and Canada a letter from W. M. Allen, President of Boeing, together with a Prospectus dated July 15, 1958. A copy of the letter is annexed hereto as Exhibit 16.

38. At approximately 9:00 P.M. on July 15, 1958 City Bank mailed to each holder of the unexchanged stock of United Aircraft & Transport Corporation of record at the close of business July 15, 1958 a letter dated July 15, 1958 from W. M. Allen, President of Boeing, a letter dated July 13, 1958 from William T. Hayes, Assistant Secretary of City Bank, and a copy of a Prospectus dated July 15, 1958. A copy of the Hayes letter is annexed hereto as Exhibit 17.

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39. Warrants were sent to all persons whose names and addresses appeared in the Boeing stock register as owners of Boeing Capital Stock and were sent to such persons at the addresses there appearing, the stock register being in the possession of City Bank, the Company's transfer agent. The envelopes in which the warrants were enclosed were addressed from Addressograph plates. The Addressograph plates of those who continued to be stockholders through March, 1966 were retained by City Bank throughout the intervening period. The Addressograph plates of those who ceased to be stockholders prior to March, 1966 were destroyed shortly after they ceased to be stockholders.

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40. The Subscription Offer expired at 3:30 P.M. on July 29, 1958 and warrants not exercised by that time became void.

41. The total number of rights issued was 7,037,448. Between July 16, 1958 and July 29, 1958 the rights were traded on the NYSE, the opening price on July 16 being $26/64th and the closing price on July 29 $5/16ths. During this period of trading a total of 1,702,200 rights were traded and it is not known how many times individual rights were turned over. At least 5,335,248 rights were not traded on the Exchange.

42. If called at trial, William M. Crane, Vice President of City Bank, would testify:

(a) An informational list was prepared by City Bank of the names and addresses of those shareholders to whom warrants initially were sent and this list was the Bank's only record of those persons to whom warrants were sent.

(b) This informational list was used by City Bank during the life of the subscription offer and for such time thereafter as was required to complete all known investigations. City Bank has no specific records retention period for an informational list of this type. Such a list is and was disposed of by City Bank when no longer required and would not have been in existence after July 31, 1959.

43. If called at trial, W.M. Crane of City Bank would testify that:

(a) As transfer and dividend disbursing agent for Boeing's Capital Stock, City Bank prepared lists of the names and addresses of stockholders of record for payment of dividends in May and August 1958.

(b) In accordance with City Bank's record retention policy the lists as well as the cancelled dividend checks were retained 6 years and then destroyed by 1964.

(c) At no time did Boeing receive copies of these lists or the cancelled checks.

44. Those holders of warrants who exercised their right to purchase debentures tendered their warrants to City Bank as subscription agent for Boeing.

45. Employees of the Corporate Trust Division of City Bank received the warrants tendered in exercise of the right to purchase debentures. The warrants so tendered were retained and stored by City Bank and are now in the possession of its successor, First National City Bank ("City Bank"), as subscription agent for Boeing. The warrants have at all times been available for Boeing's examination and for delivery to Boeing on its request. Boeing has neither examined nor requested delivery of the warrants although its attorneys have examined a random sample of the warrants tendered. If called at trial, W. M. Crane of City Bank and H. W. Haynes of Boeing would testify that no record was made by City Bank or Boeing of the names and addresses of the persons who exercised warrants.

46. During the period of the Subscription Offer, from 5:30 P.M. July 15, 1958 to 3:30 P.M. July 29, 1958, subscriptions for a total of $29,578,500 principal amount of debentures and payment in full of the subscription price therefor were received by City Bank. The total amount of unsubscribed debentures which was purchased by the underwriters was $1,019,100.

47. The debentures were admitted to trading on the NYSE at the opening of the trading session on August 4, 1958.

48. As trustee under the Indenture Chase authenticated and delivered upon the written order of Boeing,

$30,597,600 aggregate principal amount of debentures in coupon form as of August 6, 1958.

49. The debenture forms were prepared by Boeing and were delivered by Boeing to Chase for authentication. Upon receiving the duly signed warrants together with payment for the debentures, City Bank requisitioned from Chase the number of debentures so paid for and City Bank delivered the debentures which it received from Chase to the subscribing parties or their designees. Except in the case of registered debentures, City Bank did not give the name of the purchaser to Chase.

50. The debentures were mailed via registered a mail in an envelope addressed to the person designated on the warrant or who surrendered the warrant on behalf of the person designated on the warrant. The addresses that were placed on the envelopes were taken from the warrants or from the letters transmitting the warrants. Such letters were regarded by City Bank as routine correspondence, and if kept at all, were not retained for more than one year.

51. If called at trial, W. M. Crane of City b Bank would testify that:

(a) No list was either made or kept with respect to the addresses or the names of those to whom debentures were mailed at the time of their subscription on or about July 29, 1958.

(b) The only record which either Boeing or City Bank has in its possession as to whom debentures were issued and mailed are the warrants themselves, which are presently in the possession of City Bank.

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52. Between August 4, 1958, when the debentures were admitted to trading on the New York Stock Exchange, and March 29, 1966, when trading in the debentures terminated, a total of $68,694,000 face amount of debentures, both coupon and registered, were traded. How many of the debentures issued in 1958 to those who exercised the rights were held in 1966 by the original subscribers is not known; nor is it known how many of the debentures were sold and resold to constitute the volume of debentures traded.

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53. Chase, as interest paying agent for the debentures, pursuant to Section 7.03 of the Indenture, received generally semi-annually and otherwise from time to time, coupons which had been detached from the debentures and tendered for the collection of interest. A vast majority of the coupons tendered to Chase were tendered by collecting banks. Where tendered by collecting banks, Chase made and retained a record of the name of the collecting banks to which it paid interest and the number of coupons for which it paid; in such instances Chase did not know the identity of the debentureholders for whom such tenders were made. In those instances in which coupons were tendered to Chase, either in person or by mail by debentureholders, Chase made and retained a list of such names for at least six months.

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54. Sections 8.01 and 8.02 of the Indenture provide for Boeing's giving to Chase of the names and addresses of debentureholders who would become known to Boeing and its paying agents other than the Trustee and contain certain provisions as to the preservation by Chase of that information and other information as to names and

16, 1959 Boeing wrote to Chase that the Company did not have in its possession any additional information with respect to the names and addresses of debentureholders that Chase did not have. Thereafter during the periods, March 15 to March 31, and September 15 to September 30 of each year to and including March 1966, Chase wrote to Boeing with respect to names and the addresses of debentureholders: "Unless we are advised by you to the contrary we will assume that the Company has no such information to furnish us at this time" and in each instance Boeing did not reply. A copy of a sample letter from Chase to Boeing is annexed hereto as Exhibit 18.

10 55. Neither Boeing nor Chase gave notice of redemption by letter to any holders of bearer debentures. If the warrants had been turned over to the printer, the cost of preparing, printing, addressing and mailing such a letter to the parties exercising the warrants in 1958 would not have been substantial. Plaintiffs contend that the mailing should have been made to such parties. Defendants, on the other hand, contend that since the debentures were issued in bearer form and were negotiable upon delivery, there was no way of knowing as of 1966 the addresses of the debentureholders, and that in any event there was no requirement to send such a letter.

0 56. Neither Boeing nor Chase inquired of those collecting banks or any of them which had tendered for collection coupons bearing the payment dates of July 15, 1965 or January 15, 1966 as to the names and addresses of the debentureholders who had deposited the coupons for payment and neither Boeing nor Chase gave notice of redemption to the banks which had tendered the said coupons for collection other than as described in paragraphs 120, 134, 139 and 141.

0 57. Between August 6, 1958 and August 31, 1958

holders of debentures in the aggregate principal amount of $27,000 requested registration of their debentures as to interest and principal and holders in the aggregate principal amount of $3,500 requested registration of their debentures as to principal only and debentures in said sums were delivered by City Bank to Chase for registration and Chase returned debentures in such sums to City Bank for delivery to the holders so requesting.

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58. Between September 1, 1958 and April 8, 1966 holders of debentures in the aggregate principal amount of $1,811,000 requested registration of their debentures as to interest and principal and holders in the aggregate principal amount of $334,200 requested registration of their debentures as to principal only and debentures in said sums were returned by City Bank to Chase for registration and Chase returned debentures in such sums to City Bank for delivery to the holders so requesting.

59. The Indenture provides in Section 4.04 that the basic conversion rate of the debentures shall be two shares of Capital Stock for each $100 principal amount of debentures. Section 4.05 provides for adjustment in the conversion rate in the event certain types of action might be taken by Boeing, including among others, declaration of stock dividends, limited stock dividends, acquisitions for a consideration other than cash.

60. The Indenture provides in Section 4.05(a), *inter alia*, that in computing the adjustment there should be excluded "up to 350,000 shares" (appropriately adjusted on the basis of stock dividends) "which may be issued after July 1, 1958 pursuant to the Company's Stock Option Plan

or Incentive Compensation Plan for Officers and Employees."

61. The Indenture provides in Section 4.05(b)(iv) that for purposes of computation of the conversion rate the consideration for shares issued as a limited stock dividend should be deemed to be the market value of each such share so issued on the date of declaration of the dividend.

62. The Indenture provides in Section 4.05(b)(ii) that in the case of the issuance of shares for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors of Boeing.

63. On November 3, 1958 Boeing declared a limited stock dividend of 4%. The closing price of Boeing Capital Stock on that date was $56.875.

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64. On or about December 31, 1958 Boeing made a conversion rate computation with respect to the 4% limited stock dividend. It took the November 3, 1958 NYSE closing price for Boeing Capital Stock of $56.875 and divided it by 1.04. It found as the result $54.75 ($56.875 divided by 1.04 equals $54.69). It then multiplied the consideration of $54.75 by 281,537 shares, (which was 4% of the total number of shares of Boeing Capital Stock outstanding on November 3, 1958) and included 39 shares issued as dividends on "excluded shares". It arrived at a total consideration of $15,414,151. A copy of the sheet on which the computation was made is annexed hereto as Exhibit 19. 0

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65. By memorandum dated March 25, 1959 the computation described above in paragraph 64 was reported by O.E. Melby, Boeing's Treasurer, to Messrs. Yeasting and Nelsen of Boeing. A copy of Mr. Melby's memorandum is annexed hereto as Exhibit 20. 0

66. On or about November 2, 1959 Boeing declared a limited stock dividend of 2%. The closing price of Boeing Capital Stock on that date was $30.375.

67. On or about December 17, 1959 Boeing made a conversion rate computation with respect to the 2% limited stock dividend. Boeing computed the consideration to be allocated for this limited stock dividend at $30.375, that being the NYSE closing price on November 2, 1959.

68. On or about December 17, 1959, the Company Treasurer changed the computation described in Paragraph 64 above, took the November 3, 1958 NYSE closing price for Boeing Capital Stock in full rather than divided by 1.04 and thereby increased the consideration allocated to the limited stock dividend of November 3, 1958 from $15,414,151 to $16,012,417, including dividends on the excluded shares. A copy of that computation, together with a copy of a memorandum dated December 17, 1959 from O.E. Melby to Messrs. Yeasting, Nelsen and Haynes, is annexed hereto as Exhibit 21. At all times thereafter Boeing continued to use its computations of December 17, 1959 with respect to the limited stock dividends of November 3, 1958 and November 2, 1959.

69. If called at trial, J.E. Prince, Senior Vice President of Boeing, would testify that on November 13, 1959 9 of Boeing's 13 directors met. No formal minutes of the meeting were recorded. A Memorandum of the Proceedings and a memorandum from Mr. Prince to the Board of Directors dated November 11, 1959 and entitled "Vertol Aircraft Corporation" ("Vertol") are annexed hereto collectively as

Exhibit 22. The closing price of Boeing Capital Stock on the NYSE on November 13, 1959 was $33-5/8.

70. A regular meeting of Boeing's Board of Directors was held on December 7, 1959. Annexed hereto as Exhibit 23 is a copy of the minutes of that meeting, from which the following is an extract:

> "Mr. Prince outlined the status of negotiations with Vertol, looking toward the possible acquisition of that company by Boeing, and reported that if agreements were reached it was tentatively planned to submit a Plan and Agreement of Reorganization to the Board of Directors of each company on January 18 with a meeting of the stockholders of Vertol shortly after February 15, and if the transaction were consummated, the closing date would probably be March 31, or possibly March 15, 1960. He advised that it was expected that drafts of the Plan and Agreement of Reorganization would be distributed for review by the Directors prior to the proposed meeting on January 18. He further reported that the Company had just received an inquiry from the United States Department of Justice requesting certain information and reports which the Department considered had a bearing on the anti-trust aspects of the proposed acquisition."

71. On March 31, 1960, Boeing acquired substantially all of the assets of Vertol for a consideration other than cash, namely stock of Boeing. The acquisition was done through a corporate reorganization in which the stockholders of Vertol received two shares of Boeing Capital Stock for each three shares of Vertol stock and received a total of 448,954 shares of Boeing Capital Stock.

72. Prior to Boeing's acquisition of Vertol, Vertol stock options had been granted to Vertol employees at various prices. Those Vertol stock option agreements which were still in effect at the time of the Company's acquisition by Boeing were amended to provide that Boeing

stock would be issued in lieu of Vertol stock and the price was adjusted proportionately so that the aggregate payments to be made by an optionee for two shares of Boeing Capital Stock would be the same as what he would have paid for three shares of Vertol stock. The options as amended granted rights to purchase 23,782 shares of Boeing Capital Stock at an aggregate price of $644,514.

73. On January 18, 1960 Boeing and Vertol entered into a Plan and Agreement of Reorganization. The closing price of Boeing Capital Stock on the NYSE on that date was $30-5/8. A copy of the Plan and Agreement of Reorganization is annexed hereto as Exhibit 24. 6

74. On March 31, 1960 the closing was held for Boeing's acquisition of substantially all of the assets of Vertol. The closing price on the NYSE on that date for Boeing Capital Stock was $24.

75. The number of shares of Boeing Capital Stock exchanged for Vertol stock as described in Paragraph 71 multiplied by the closing prices on the following dates aggregates as follows:

November 13, 1959	$33-5/8	$15,096,078
January 18, 1960	$30-5/8	$13,749,216
March 31, 1960	$24	$10,774,896

76. The acquisition of Vertol was recorded on Boeing's books as of March 31, 1960 as a pooling of interests at $12,435,138.47. This involved the recording of the book value of the assets net of liabilities of $12,435,138.47.

77. If called at trial, H. W. Haynes would testify that at a meeting of the Boeing Board of Directors held on April 4, 1960, Mr. Allen stated that the Board was required by Section 4.05 of the Indenture to determine the

fair value of the assets and business acquired from Vertol. Mr. Haynes made a statement with respect to such determination and recommended that the fair value of the considerations received by Boeing be determined to be $15,250,000 plus the $644,514 to be received upon the exercise of the Vertol stock options for a total of $15,894,514. A copy of an extract of the minutes of the meeting is annexed hereto as Exhibit 25.

78. Annexed hereto as Exhibit 26 is a copy of Form 8K filed by Boeing with the SEC for the month of April, 1960.

79. On or after April 4, 1960 and on or before April 17, 1960, Boeing made certain calculations with respect to adjustment of the conversion rate as of that time. A copy of those calculations is annexed hereto as Exhibit 27.

80. On or about April 17, 1960, Boeing made certain calculations with respect to adjustment of the conversion rate as of that time. A copy of those calculations is hereto annexed as Exhibit 28.

81. If called at trial, H.W. Haynes would testify that:

The figure of $15,250,000, plus the amount to be received upon the exercise of the Vertol stock options, was calculated as follows:

The November 13, 1959 closing price on the NYSE of $33-5/8 for Boeing Capital Stock was multiplied by 472,736 shares [448,954 shares being the shares issued in connection with the acquisition of the assets of Vertol and 23,782 shares being the shares which would be issued to Vertol employees in connection with the stock options granted to them by Vertol prior to the acquisition] giving a product of $15,895,748. From this figure there was subtracted $644,514, which was the amount Boeing would receive upon the exercise of the Vertol stock options, and this leaves an amount of $15,251,234, which was rounded off to $15,250,000.

82. The last paragraph of Sec. 4.05 of the Indenture provides:

> "Whenever the Company shall make any adjustment in the conversion rate as herein provided, the Company shall forthwith (a) file with the Trustee and any conversion agent a statement, signed by the president or any vice president of the Company and by its treasurer or an assistant treasurer, showing in detail the facts requiring such adjustment and the conversion rate that will be effective after such adjustment and (b) publish at least once in an Authorized Newspaper a notice stating that the conversion price has been adjusted and setting forth the adjusted conversion price."

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83. At no time after July 14, 1958 did Boeing file with the Trustee or any conversion agent a statement showing facts requiring an adjustment of the basic conversion rate. At no time after July 14, 1958 did Boeing publish any notice stating that the conversion price had been adjusted and setting forth the adjusted conversion price. At no time after July 14, 1958 did Boeing take any corporate action to assure that a sufficient number of shares was reserved for conversion at an adjusted conversion rate of 2.05 or more.

84. If called at trial, H. W. Haynes would testify that from time to time prior to March 10, 1961 Boeing consulted H. F. Olsen and his law firm with respect to conversion rate calculations which had been made by officers and employees of Boeing.

85. If called at trial, H. W. Haynes would testify that pursuant to Boeing's previous request, Harriman Ripley & Co. advised Boeing by letter dated March 31, 1960 with respect to certain aspects of the determination pursuant to Section 4.05(b)(ii) of the Indenture of the fair value of the consideration received for the shares of Boeing Capital Stock issued in connection with the Vertol acquisition. A copy of the letter is annexed hereto as Exhibit 29.

86. If called at trial, H.W. Haynes would testify that pursuant to Boeing's previous request, its accountants, Touche, Ross, Bailey & Smart advised Boeing by letter dated April 4, 1960 with respect to certain aspects of the determination pursuant to Section 4.05(b)(ii) of the Indenture of the fair value of the consideration received for the shares of Boeing Capital Stock issued in connection with the Vertol acquisition. A copy of the letter is annexed hereto as Exhibit 30.

87. If called at trial, H. W. Haynes would testify that pursuant to Boeing's previous request, H. F. Olsen advised the Company by letter dated April 4, 1960 with respect to certain aspects of the determination pursuant to Section 4.05(b)(ii) of the Indenture by the Boeing Board of Directors of the fair value of the consideration received for the issuance of Boeing shares in connection with the Vertol acquisition. A copy of the letter is annexed hereto as Exhibit 31.

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88. The question of the possible purchase by Boeing of some of the debentures in the open market is discussed in memoranda by P. S. Ford of Boeing to H. W. Haynes dated June 2, 1960 and O. E. Melby to E. M. Nelsen and H. W. Haynes dated June 16, 1960. Copies of these 2 memoranda are annexed hereto collectively as Exhibit 32.

✓ 0 89. In a draft memorandum dated June 28, 1961, H. W. Haynes of Boeing discussed the possible redemption of the debentures. A copy of the memorandum is annexed hereto as Exhibit 33. 0

✓ 0 90. In a Memorandum for File dated July 20, 1961, J. E. Prince of Boeing discussed the possibility of calling the debentures. A copy of the memorandum is annexed hereto as Exhibit 34. 0

91. On March 10, 1961, L. E. Fillon of Boeing sent a memorandum entitled "Bond Indenture Restrictions" to Messrs. Haynes, Nelsen and Melby of Boeing. A copy of the memorandum is annexed hereto as Exhibit 35. As of that date the only three transactions which might have necessitated an adjustment in the conversion rate applicable to the debentures in accordance with Section 4.05 of the Indenture were the 4% stock dividend, the date of declaration of which was November 3, 1958, the 2% stock dividend, the date of declaration of which was November 2, 1959, and the acquisition by Boeing on March 31, 1960 of substantially all of the assets of Vertol. Between March 10, 1961 and the redemption of the debentures on April 8, 1966 there were no additional transactions which might have required an adjustment in the conversion rate.

92. As of March 10, 1961 and up to and including the redemption date of April 8, 1966 Boeing treated the conversion rate as 2.0448. It is Boeing's contention that 2.0448 is the proper conversion rate for this period. It is plaintiffs' contention that the proper conversion rate is 2.0725, and in any event 2.05 or more.

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93. Annexed hereto as Exhibit 36 is a copy of Boeing's Annual Report for the year 1960.

94. If called at trial, H. W. Haynes would testify that prior to 1966 various conversations involving P. S. Ford, J. E. Prince, W. M. Allen and himself of Boeing and H. Berry of Harriman Ripley & Co. took place regarding the desirability of calling the debentures.

95. If called at trial, H.W. Haynes would testify that:

(a) During January and February 1966 H. W. Haynes and W. M. Allen of Boeing had a number of general, preliminary meetings and conversations with respect to Boeing's potential financing requirements.

(b) At these meetings, Mr. Haynes stated that if Boeing were to proceed with a financing program involving equity financing, consideration should be given to calling the debentures.

96. If called at trial, H. W. Haynes would testify that:

(a) On January 31, 1966 there was a preliminary review of possible financing plans at the Board of Directors meeting held in Seattle.

(b) At this meeting Mr. Allen discussed in general terms Boeing's then current program and requirements, Boeing's potential programs, especially the 747, and financing requirements and the fact that an overall financing program was under consideration. No mention was made at this meeting of a call of the debentures.

97. If called at trial, H. W. Haynes would testify that on February 18, 1966 a meeting of Mr. Haynes of Boeing, B. D. Coleman, H. Berry and E. J. Morehouse of Drexel Harriman Ripley Inc. and P. L. Miller, E. Townsend, D. Campbell, Jr., and J. H. Laeri, Jr. of the First Boston Corporation took place in New York City at which there was

discussion of the possible call of the debentures for redemption.

98. If called at trial, H. W. Haynes would testify that Boeing's capital requirements to support the facilities expansion, its commercial jet transport financing commitments, its production rate build-up of then existing subsonic jet transport programs, its working capital requirements for the Model 737 program, which was then in the design and development stage, for its Model 747 and supersonic transport programs - which were then in the preliminary design phase and with respect to which there were uncertainties as to whether the Company would proceed - and for government programs, were potentially of such magnitude that by late February 1966 it was thought desirable by Boeing and its investment banking advisors to increase the number of outstanding shares of the Company's Capital Stock (the "stock base").

99. If called at trial, H. W. Haynes would testify that by late February 1966 Boeing and its investment banking advisors anticipated that the first increment of the Company's capital would be equity capital and thought that a call of the debentures, which would result in conversion of the debentures into Capital Stock, would afford debentureholders an opportunity to participate in the forthcoming rights offering and would broaden the stock base for such offering.

100. No provision of the debentures or the Indenture prevented any of the new financing contemplated in and prior to February, 1966 and all of the financing could have been accomplished without redeeming the debentures.

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101. A first draft of the Notice of Meeting, the proxy and proxy material for the annual meeting of April 25, 1966 was prepared by the attorneys for Boeing on February 11, 1966. The only references to the debentures in the

first draft are to list them as outstanding securities of Boeing and to state that no director of Boeing owned any of them. There is no reference to increasing the number of shares available under the Stock Option and Incentive Compensation Plans, increasing the number of authorized shares nor to the elimination of fractional shares.

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102. The Notice of Meeting, the proxy and proxy material were revised by Boeing's attorneys on February 16 and February 21, 1966. The revised documents referred to the debentures only as stated in Paragraph 101 above. The February 21, 1966 revision was mailed on that date to the SEC for approval. There is no reference to increasing the number of shares available under the Stock Option and Incentive Compensation Plans, increasing the number of authorized shares nor to the elimination of fractional shares.

103. If called at trial, H. W. Haynes would testify that:

(a) On February 24, 1966 there was a meeting in his office in Seattle attended by Mr. Haynes, D. D. Thornton, Treasurer of Boeing, and H. F. Olsen, Boeing counsel.

(b) At this meeting he reviewed the results of the meetings he had attended the prior week in New York City with Boeing's investment bankers and outlined a proposal to obtain additional financing for Boeing through the public issue of either additional stock or securities convertible into stock and possible time schedules for accomplishing this additional financing.

(c) It was also discussed that the call of the debentures should be an integral part of the financing program.

(d) A tentative time schedule was discussed with publication of the first notice of redemption on March 7 or 8, 1966, expiration of the right of conversion on March 29, 1966 and redemption on April 6, 1966.

(e) There was no discussion of possible loss to debentureholders who might not receive actual notice of the call of the debentures for redemption.

104. If called at trial, H. F. Olsen would testify that:

(a) At the meeting on February 24, 1966 with Mr. Haynes and Mr. Thornton, it was decided that Mr. Olsen should prepare drafts of resolutions for the Boeing Board of Directors meeting scheduled for February 28, 1966 to authorize an increase in the authorized capital stock, the making of a rights offering of Capital Stock or securities convertible into Capital Stock, the issuance of a two-for-one stock split, and a call of the debentures.

(b) At that meeting Mr. Olsen suggested that if a proposal was to be submitted to the stockholders for an amendment to the Certificate of Incorporation to increase the authorized Capital Stock of the Company, consideration also should be given to increasing the number of shares permitted by the Certificate of Incorporation to be issued to officers and employees free from preemptive rights of stockholders.

(c) The reasons given by Mr. Olsen for this suggestion are the same as those set forth in the Boeing Proxy Statement dated February 25, 1966, a copy of which is annexed hereto as Exhibit 37. The proposals to increase the number of authorized shares, including the number of shares issuable to officers and employees free of preemptive rights and to eliminate fractional shares and the reasons for each are set forth in the Boeing Proxy Statement dated February 28, 1966.

105. If called at trial, H. W. Haynes would testify that the Indenture provisions with respect to redemption of the debentures and publication of the notice of redemption and press releases relating thereto were discussed at a meeting on February 24, 1966, attended by H.W. Haynes, H.F. Olsen and D.D. Thornton, and at a meeting on February 27, 1966, attended by W. M. Allen, H. W. Haynes and H. F. Olsen, and with Boeing's investment banking advisors and their counsel on the telephone prior to the Board of Directors meeting on February 28, 1966 and at the meetings on March 2-4, 1966.

106. If called at trial, H. F. Olsen would testify that on February 24 or 25, 1966 H. F. Olsen had telephone conversations with E. Townsend of The First Boston Corporation and W. W. Foshay of the law firm of Sullivan & Cromwell, counsel for Boeing's underwriters, during which it was discussed that tentatively the first publication of the notice of redemption should be on March 7, 1966, the conversion privilege should expire on March 28, 1966 and redemption of the debentures should be on April 6, 1966. There was no discussion of possible loss to debentureholders who might not receive actual notice of the call of the debentures for redemption.

107. If called at trial, H. W. Haynes would testify that on February 27, 1966 W. M. Allen, H. W. Haynes and H. F. Olsen attended a meeting at Mr. Allen's home in Seattle. At this meeting the draft resolutions which Mr. Olsen had prepared for the February 28, 1966 meeting of the Boeing Board of Directors and the tentative time schedule providing for publication of the first notice of redemption on March 7, 1966 and redemption of the debentures on April 6, 1966 were reviewed. There was no discussion of possible loss to debentureholders who might not receive actual notice of the call of the debentures for redemption.

108. If called at trial, H. W. Haynes would testify that:

(a) No specific long-range financial plan existed at the time of the February 28, 1966 Board of Directors meeting.

(b) Prior to the meeting the initial elements of a possible long-range financial plan had been discussed with Boeing's investment banking advisors. Such discussions related to Boeing's requirements for additional capital and the various alternatives available to Boeing for raising such additional capital.

(c) Boeing's investment banking advisors anticipated that the first increment of the company's capital would be equity capital and thought that a call of the debentures, which would result in conversion of the debentures into Capital Stock, would afford debentureholders an opportunity to participate in the forthcoming rights offering and would broaden the base for such offering.

109. If called at trial, D. D. Thornton of Boeing would testify that on February 28, 1966 he called J. L. Howard, a Corporate Trust Officer at Chase, and told Mr. Howard that the Boeing Board of Directors probably would authorize a call of the debentures for redemption at its meeting that day and advised him to be prepared for a redemption of the debentures.

110. A meeting of the Board of Directors of Boeing was held on February 28, 1966. It began in the morning in the Board Room at Boeing's Seattle offices, 7755 East Marginal Way, Seattle, Washington 98124, was adjourned to the 747 Mock-up Room at Renton in the afternoon and was later adjourned to a Boeing conference room at Renton, 8th and Logan, Renton, Washington 98055. A copy of an extract from the minutes of the meeting is annexed hereto as Exhibit 38.

111. The following Directors were present at the Boeing Board of Directors meeting held on February 28, 1966:

William M. Allen
Lowell P. Mickelwait
William G. Reed
D. E. Skinner
Edward C. Wells
George H. Weyerhauser
John O. Yeasting
Crawford H. Greenewalt
Thomas R. Wilcox

The following Directors were not present at the meeting:

W. L. Campbell
C. L. Egtvedt
Artemus L. Gates
J. E. Prince

112. If called at trial, H. F. Olsen would testify that:

(a) Prior to the Boeing Board of Directors meeting on February 28, 1966, he telephoned R. N. Shriver of the NYSE and reviewed with him on a preliminary and confidential basis the tenative time schedule for the proposed call of the debentures and other aspects of Boeing's over-all financing plans, which were submitted to the Boeing Directors later that day.

(b) Mr. Shriver approved the dates that he discussed with him.

(c) The form of notice to be given to debentureholders was not discussed.

113. At the February 28, 1966 Board of Directors meeting there were discussions dealing with the requirements of Boeing for additional capital, including particularly (a) the issuance of either convertible subordinated debentures or senior debt as opposed to Capital Stock as the first step in raising additional capital, (b) additional equity capital, (c) the various alternatives available to the Company for raising such additional equity capital and (d) a tentative time schedule for this financing by a call of the debentues, a rights offering of either Capital Stock or a new issue of convertible securities and a stock split.

114. The 1966 increase in Boeing's authorized Capital Stock from ten million to thirty million shares was required so as to permit the stock split-up that was proposed to be effected in 1966 by the distribution of one additional share of stock for each share then outstanding. The reasons given by Boeing for such an increase in shares

and the stock split were presented at the meeting of the Board of Directors on February 28, 1966, by W. M. Allen, H. W. Haynes and H. F. Olsen and are set forth in the Boeing Proxy Statement dated February 28, 1966.

115. A "Tentative Timetable" dated February 28, 1966, which was prepared by H. F. Olsen, was distributed to and reviewed with the directors at the Board Meeting held on February 28th. A copy of this "Tentative Timetable" is annexed hereto as Exhibit 39.

116. Proposals for the call of the debentures, a rights offering, an increase in authorized capital, an increase in the number of shares issuable to officers and employees free of preemptive rights of stockholders, elimination of fractional shares and a stock split were presented to Boeing's directors at the February 28, 1966 Board Meeting by W. M. Allen, H. W. Haynes and H. F. Olsen.

117. Mr. Olsen distributed to the directors copies of drafts of resolutions which he had prepared relating to the call of the debentures, a rights offering, an increase in authorized capital, an increase in the number of shares issuable to officers and employees free of preemptive rights of stockholders, elimination of fractional shares and a stock split.

118. If called at trial, H. F. Olsen would testify that at the Boeing Board of Directors meeting on February 28, 1966 the directors were advised that shares of Capital Stock in sufficient number to enable all outstanding debentureholders to convert had been reserved at the time the debentures were originally issued and that such shares were still so reserved.

119. Mr. H. F. Olsen, Boeing counsel, prepared and distributed to Boeing's directors at the February 28, 1966 meeting of the Board of Directors in Renton copies of the following resolution:

> "RESOLVED, that the President, Vice President-Finance, or Treasurer of the Company, or any one of such officers, is hereby authorized to take all such action as they or any one of them deems appropriate or necessary to call for redemption on a date to be selected by them or any one of them, all of the 4-1/2% convertible subordinated debentures of the Company then outstanding under the Indenture dated July 1, 1958, between the Boeing Airplane Company (name changed to The Boeing Company) and The Chase Manhattan Bank, Trustee."

No directors offered any amendments to the resolution as submitted and it was unanimously adopted.

120. On February 28, 1966, the Boeing News Bureau issued News Release S-8726 headlined "Boeing Reports 1965 Sales, Net Earnings" and marked "For Immediate Use" which, in part, stated that at the Board of Directors meeting held that day "[t]he Company's management was also authorized to call for redemption at a future date all of the company's outstanding 4-1/2 percent convertible subordinated debentures". A copy of the release is annexed hereto as Exhibit 40. The release did not contain dates, either tentative or definite, as to when the debentures would be called for redemption. If called at trial Boeing News Bureau Manager J. H. Newland would testify that the release was issued as early as possible after Board action at the meeting to the financial editors of The New York Times and the New York Herald-Tribune, The Wall Street Journal and other major national newspapers, to the Associated Press and the United Press International, to Dow Jones and Company, Inc., to Seattle area newspapers, to aerospace publications and writers and to others.

121. During the period March 2 to March 24, 1966 no general news or press release was issued by Boeing to the financial press or news wire services indicating the dates selected for first publication of the notice of redemption of the debentures, the expiration date of the conversion privilege and the redemption date of the debentures.

122. If called at trial, H. W. Haynes would testify that both prior and subsequent to the Board of Directors meeting held on February 28, 1966 and prior to the call for redemption of the debentures the notice requirements for call thereof were considered by Boeing and its counsel, Boeing's investment banking advisors and their counsel, and Chase and its counsel. Mr. Haynes would further testify that they were all of the opinion that the notice called for in the Indenture was the only notice required.

123. On March 1, 1966, H. V. Kohr of Boeing directed a teletype to the NYSE advising that at a meeting on February 28, 1966 the Board of Directors of Boeing had authorized its officers to call the debentures for redemption and that the redemption date had not been established. Mr. Kohr confirmed this advice in a letter to the Exchange dated March 2, 1966. A copy of the teletype and letter are annexed hereto collectively as Exhibit 41. On March 1, Mr. J. P. Raftery of the NYSE telephoned H. V. Kohr to inquire as to dates. If called at trial, H. F. Olsen would testify that he telephoned Mr. Raftery later in the day on March 1 to advise of the tentative timetable and that no specific date for the call had as yet been selected.

124. Between March 2 and March 4, 1966 a number of meetings were held at Boeing's offices in Seattle with respect to the Company's financing program. In attendance at some or all of these meetings were W. M. Allen, H. W. Haynes

and D. D. Thornton of Boeing; H. F. Olsen, Boeing counsel; E. Townsend, J. H. Laeri, Jr., D. Campbell, Jr. and F. L. L. Jones of the First Boston Corporation; J. Boyer, E. J. Morehouse and C. L. Fitzgerald, Jr. of Drexel Harriman Ripley, Inc.; and W. W. Foshay and N. Darrell, Jr. of Sullivan & Cromwell, counsel for Boeing's investment banking advisors in the possible financing being planned.

125. Those persons who were in attendance throughout most of the March 2, 1966 meeting were Messrs. Haynes, Thornton, Olsen, Townsend, Laeri, Campbell, Jones, Boyer, Morehouse, Fitzgerald, Foshay and Darrell. If called at trial, H. F. Olsen would testify that:

(a) At this meeting the date for the first publication of the notice of redemption was tentatively fixed for March 8, 1966 and the date for the expiration of the conversion privilege was tentatively fixed for March 29, 1966.

(b) At this meeting there also was discussion of where and how publication of the notice of redemption should be made and it was decided that publication should be made in all editions of The Wall Street Journal.

126. On March 2, 1966 Mr. Thornton of Boeing wrote Mr. Howard of Chase the following letter:

> "I am enclosing a certified copy of a resolution of our Board of Directors regarding the redemption of our 4 1/2% Convertible Subordinated Debentures and a certificate identifying the officer's mentioned in this resolution.
>
> In accordance with the terms of the resolution and the indenture dated July 1, 1958 between Boeing Airplane Company (name changed to The Boeing Company) and The Chase Manhattan Bank, we would like to redeem all of the outstanding debentures. The redemption date we have selected is April 8, 1966. The redemption notice should be published in the Wall Street Journal (all editions) on March 8 and 18, 1966. I understand that you will make arrangements to have the notice prepared and published, and that we will have an opportunity to review a draft before publication.
>
> The Company is not now in default in the payment of any Senior Indebtedness, and the redemption of the convertible subordinated debentures will not result in a default

in any covenant contained in any indenture or other instrument pursuant to which Senior Indebtedness is outstanding."

127. If called at trial, H. W. Haynes would testify that Boeing sought and obtained legal opinions orally from Holman, Marion, Perkins, Coie & Stone, 1900 Washington Building, Seattle, Washington 98101 (subsequently confirmed in writing), and Sullivan & Cromwell, 48 Wall Street, New York, N. Y. 10005, during the meetings held at Boeing on March 2-4, 1966 to the effect that, inter alia, The Wall Street Journal was at the time of the publication of the notice of redemption in March 1966 a newspaper of general circulation in the Borough of Manhattan, City of New York, and that the notice to be given of the call of the debentures for redemption was adequate.

128. During the course of the March 2-4, 1966 meetings it was suggested that Mr. Thornton of Boeing contact Chase and request that Chase prepare a recommended form of notice with respect to the call of the debentures for redemption.

129. By telegram dated March 2, 1966, J. L. Howard of Chase sent Mr. Thornton a draft of the contemplated notice which had been prepared by Dewey, Ballantine, Bushby, Palmer & Wood, counsel for Chase, in accordance with the usual practice of Chase. A copy of the telegram is annexed hereto as Exhibit 42.

130. Between February 1, 1966 and March 10, 1966 the NYSE Company Manual contained a Section A-10 dealing with publicity with respect to the redemption of securities. A copy of Section A-10 as then in effect is annexed hereto as Exhibit 43.

131. During the latter part of the March 2-4, 1966 meetings the draft notice of redemption which Mr. Howard had telegraphed to Mr. Thornton on March 2, 1966 was reviewed and approved.

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132. After the Boeing Board meeting of February 28, 1966 and after the decision to call the debentures and to make the first publication on March 8, 1966, attorneys for Boeing further revised the Notice of Meeting, the proxy and the Proxy Statement on March 4, 1966 and on March 5, 1966 sent the said revised items to the SEC and to the NYSE under cover of letters that stated that "It is planned that the Proxy, Notice and Proxy Statements will be released to stockholders on or about March 24, 1966." Neither the proxy material nor the letters refer to the debentures other than to describe them as outstanding as of February 28, 1966 and that no Boeing Director owned any. Copies of the March 5, 1966 letters from Boeing's attorneys to the SEC and NYSE are annexed hereto as Exhibit 44.

133. If called at trial, H.F. Olsen would testify that on March 7, 1966 he telephoned the NYSE and the substance of the conversation was that he advised the Exchange that the first date for publication of the Notice of Redemption would be March 8, 1966; that the conversion privilege would expire on March 29, 1966; that the debentures would be redeemed on April 8, 1966 and that the NYSE requested a copy of the Notice of Redemption as published and this was mailed by Chase to the Exchange on March 8, 1966.

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134. On March 8, 1966, the attorneys for Boeing wrote to the SEC and to the NYSE enclosing an "Informal Letter to Stockholders" to be signed by Boeing's President which would be printed on the first page of the proxy material. The letters to the SEC and to the NYSE stated that it was intended that the material should be released

to stockholders on or about March 24, 1966. None of the materials, including the President's letter, refers to the call of the debentures. The proxy material does describe the debentures as outstanding as of February 28, 1966 and states that no Boeing director owned any of the debentures. Copies of the March 8, 1966 letters from Boeing's attorneys to the SEC and NYSE are annexed hereto as Exhibit 45.

135. On March 8 and 18, 1966 notice of redemption of the debentures was published by Boeing in all editions of The Wall Street Journal viz. the Eastern, Mid-Western, Pacific Coast and South-Western editions. A copy of the notice and affidavit of publication is annexed hereto as Exhibit 46.

136. As of March 8, 1966, when the debentures were called for redemption, Boeing was actively negotiating with Pan American World Airways for an order for 747 aircraft. Boeing's contract with Pan American World Airways for the sale of 747 aircraft was dated and signed on April 13, 1966.

137. A letter dated March 9, 1966 was received by Boeing from A. L. Rauch, Assistant Director of the Department of Stock List of the NYSE, in response to which (1) by letter dated March 16, 1966 H. V. Kohr sent to the NYSE, two certified copies of the resolution adopted by Boeing's Board of Directors at the meeting held on February 28, 1966, which authorized the redemption of the debentures, and (2) by letter dated April 5, 1966, J. L. Howard of Chase advised the NYSE that funds had been deposited with Chase to effect payment of the debentures at the redemption price

of 103.25%, together with accrued interest to April 8, 1966. Copies of these letters of March 9 and 16 and April 5, 1966 and a certified copy of Boeing's bank statement showing the deposits are annexed hereto collectively as Exhibit 47.

138. A story with respect to the options available to debentureholders as a result of the call of the debentures for redemption appeared on the first page of the March 24, 1966 issue of the Boeing News, a weekly newspaper distributed to all Boeing employees. The story originated in the office of D. D. Thornton, Treasurer of Boeing. A similar story appeared in the March 16, 1966 issue of the Boeing Management Information, which was distributed to Boeing management employees. Neither Boeing nor its agents kept any records with respect to which Boeing employees, if any, purchased or acquired the debentures and which Boeing employees, if any, failed to convert their debentures before expiration of the conversion privilege. Copies of the March 24, 1966 issue of the Boeing News and March 16 issue of the Boeing Management Information are annexed hereto collectively as Exhibit 48.

139. A copy of the Annual Report to Boeing Stockholders for the year 1965, which includes a letter from W. M. Allen, President of Boeing, to the Company's stockholders dated February 28, 1966 is annexed hereto as Exhibit 49. This Annual Report was mailed to Boeing stockholders between March 24 and March 30, 1966. Neither the Annual Report nor any papers accompanying it mentions a call of the debentures. The Boeing Proxy Statement dated February 28, 1966 and accompanying documents were mailed to all stockholders of record of Boeing Capital Stock as

of the close of business on March 10, 1966 between March 31 and April 4, 1966.

140. On Friday, March 25, 1966, the News Bureau of Boeing issued a News Release marked "For Immediate Use", which stated, inter alia, that the final date for the conversion of the debentures was Tuesday, March 29, 1966. If called at trial, J. H. Newland would testify that this release was issued to Seattle area newspapers and to the Associated Press and United Press International. A copy of the release is annexed hereto as Exhibit 50.

141. On March 25, 1966, H. W. Haynes and D. D. Thornton, while in New York City, inquired of Chase as to the status of the conversion. Telephone conversations followed with D. Campbell, Jr., and J. H. Laeri, Jr. of The First Boston Corporation and H. F. Olsen, Boeing counsel. Mr. Laeri suggested that another publication of the notice of redemption might be made, if feasible. Mr. Olsen discussed these matters via telephone from Seattle with Chase and Chase then arranged for a third publication of the notice in The Wall Street Journal on March 28, 1966 and for a single publication of the notice in The New York Times on March 28, 1966. As of March 25, 1966, $10,849,300 face amount of debentures remained unconverted.

142. On March 28, 1966 notice of redemption of the debentures was published by Boeing in all editions of The Wall Street Journal viz., the Eastern, Mid-Western, Pacific Coast and South-Western editions and in The New York Times. Copies of the notices and affidavits of publication are annexed hereto collectively as Exhibit 51.

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143. Between February 28, 1966 and May 16, 1966, the Boeing Capital Stock base was increased as follows:

By conversion of debentures prior to March 8, 1966	8,352 shares
By conversion of debentures on and after March 8, 1966	399,410 shares
Incentive Compensation shares issued	3,726 shares
Employee stock options exercised	4,650 shares

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144. On or about May 17, 1966, Boeing effected a 2-for-1 stock split, giving one additional share of Capital Stock for each share of record as of May 3, 1966.

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145. On or about May 27, 1966, Boeing issued rights to its stockholders to purchase at $53 a share an additional share of Capital Stock for each 8 shares held. One right was issued for each share held. The rights sold at a high of $2 1/16 on May 30, 1966. Pursuant thereto Boeing sold 2,165,979 shares of its Capital Stock and received therefor a total consideration of $112,028,331 after the subtraction of underwriting commissions and expenses.

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146. As a result of the events set forth in paragraphs 143-145 above, the sources of the Boeing stock base as it existed on or about June 15, 1966 were:

Source	Shares	% of Stock Base
Shares Outstanding February 28, 1966 after split	16,495,558	84.62%
Debenture Conversions after February 28, 1966 after split	815,524	4.18%
Employee Incentive and Stock Options after split	16,752	.09%
Rights Offering	2,165,979	11.11%
	19,493,813	100.00%

0 147. Set forth below is certain information with respect to the number of shares of Boeing Capital Stock outstanding and the number of holders thereof as of certain dates during the year 1966:

Date	Number of Shares Outstanding	Number of Stockholders
January 31, 1966	8,225,423	40,116
February 28, 1966	8,247,779	41,116
March 10, 1966	8,259,292	41,246 (March 7)
March 31, 1966	8,655,978	42,363
April 9, 1966	8,656,402	42,758 (April 8)
April 29, 1966	8,662,684	43,752
May 31, 1966	17,327,834*	45,982
June 30, 1966	19,493,813	46,178
July 31, 1966	19,493,813	52,916
August 31, 1966	19,493,813	55,883
September 30, 1966	19,495,513	58,259
October 31, 1966	19,495,713	60,523
November 30, 1966	19,496,013	61,949
December 30, 1966	19,496,519	62,581

✓✓ 0 148. On March 29, of 1966 the closing price of Boeing Capital Stock on the NYSE was $158.125 per share. The highest price reached by Boeing Capital Stock within 30 days after March 29, 1966 was $182.00 on April 14, 1966.

✓ 0 149. On or about August 26, 1966 Boeing issued rights to its stockholders entitling them, for each 15 shares of Capital Stock held, to purchase at par, $100 worth of 5 1/2% Convertible Subordinated Debentures due 1991, which were convertible into Boeing Capital Stock at $63.50 a share. The highest price of these rights was $3/8ths on August 26, 1966.

0 150. Neither Boeing nor its agents has knowledge with respect to how many of its stockholders and debentureholders purchased its 5 1/2% Convertible Subordinated

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* There was a 2-for-1 stock split in May, 1966.

Debentures due 1991, which were issued in August 1966 in registered form only.

151. Since March 29, 1966 Boeing has paid dividends on its Capital Stock as follows:

June 10, 1966	50¢ old stock
Sept.-Dec. 1966	60¢ new stock
1967	$1.20
1968	$1.20
1969	$1.20
1970	$ .40
1971	$ .10 (to date)

152. Of $21,514,700 face amount of debentures outstanding on March 8, 1966, $19,970,300 or 92.8% of the outstanding face amount of said debentures was converted during the period following the first notice on March 8, 1966 to and including March 29, 1966.

153. No conversions were made of debentures as to which there had been a failure to exercise conversion rights on or before March 29, 1966 except as set forth below in paragraph 154.

154. Arrangements were made by Boeing to authorize Chase to accept for conversion debentures received after March 29, 1966 but postmarked not later than midnight, March 29, 1966. Boeing also made arrangements to honor for conversion debentures not received by Chase prior to the close of business March 29, 1966 if there was a valid reason for such delay and a request in writing was received by Boeing or Chase prior to midnight, March 29, 1966 or such request was postmarked prior to midnight, March 29, 1966. $115,400 principal amount of debentures were converted pursuant to these arrangements even though such debentures were not physically surrendered until after the

close of business on March 29, 1966.

155. There was $1,544,300 aggregate principal amount of coupon debentures as to which conversion rights were not exercised by the close of business on March 29, 1966.

156. There were three registered debentures totaling $400 as to which conversion rights were not exercised before the close of business on March 29, 1966.

157. Set forth below by quarters is the principal amount of debentures which had not been redeemed:

Quarter	Principal Amount
4/8/66	$1,505,700
7/1/66	1,151,700
10/1/66	904,800
1/1/67	802,500
4/1/67	734,800
7/1/67	707,300
10/1/67	679,300
1/1/68	655,400
4/1/68	628,900
7/1/68	619,900
10/1/68	601,700
1/1/69	593,300
4/1/69	585,300
7/1/69	545,000
10/1/69	498,700
1/1/70	477,500
4/1/70	460,000
7/1/70	442,500
12/31/70	388,200
4/1/71	380,600

158. D. D. Thornton in a letter dated April 11, 1966 to J. L. Howard of Chase, confirmed the prior verbal authorization of P. J. Leveton of Boeing on April 5, 1966 to transfer $1,616,040.00 from Boeing's account at Chase to a special redemption account so that funds would be available for redemptions. D. D. Thornton, in a letter dated April 26, 1966 confirmed prior verbal instructions of April 25, 1966 to Mr. Howard to transfer an additional

$5,014.20 from Boeing's account at Chase to a special redemption account. Copies of these letters of April 11 and 26, 1966 are annexed hereto collectively as Exhibit 52.

0 159. If called at trial, H. F. Olsen would testify that some time prior to March 10, 1966 he was asked by Boeing whether the decision at the February 28, 1966 Board of Directors meeting authorizing redemption of the debentures was required to be reported on Form 8K for February, 1966; he advised Boeing that no action had been taken at the February 28th meeting which required the filing of an 8K and accordingly none was filed.

0 160. If called at trial, H. F. Olsen would testify that he advised Boeing that the conversion expiration date of March 29, 1966 was not the kind of capital change which required reporting on Form 8K.

0 161. Boeing mailed Form 8K for the months of March and April 1966 for filing with the SEC and the NYSE on April 11, 1966 and May 10, 1966 respectively. Copies of these Form 8K's are annexed hereto collectively as Exhibit 53. 0

0 162. Form 8K for March, 1966 was mailed by Boeing on April 12, 1966 to First National City Bank, Chase and Metropolitan Life Insurance Company, and Form 8K for April, 1966 was mailed by Boeing on May 12, 1966 to First National City Bank and Metropolitan Life Insurance Company.

0 163. On June 30, 1958 the number of stockholders of Boeing Capital Stock was 34,011. On March 1, 1966 the number of stockholders of Boeing Capital Stock was 41,240.

During the period June 30, 1958 to February 28, 1966 the number of stockholders of Boeing Capital Stock ranged from a low of 33,952 on September 30, 1958 to a high of 49,931 on September 30, 1962. During this period of time the percentage of Boeing's Capital Stock held in "street" name varied from approximately 45% to 55%. From December 31, 1958 through February 1966 Boeing's Capital Stock turned over in excess of four times the number of shares outstanding. The extent to which the same shares were turned over more than four times and the extent to which shares were not turned over at all is not known.

164. Except as indicated in paragraph 154 above, all tenders for conversion made by debentureholders after March 29, 1966 were refused by Boeing and Chase. Boeing and Chase would have refused to convert any debentures tendered after March 29, 1966 by any debentureholders regardless of whether or not such debentures were in fact tendered after that date.

165. If called at trial, H. F. Olsen would testify that Boeing has taken the position that all debentureholders who have redeemed their debentures have waived any rights which debentureholders may establish in this action to convert their debentures into Boeing Capital Stock or for damages. This information has been conveyed by Boeing and its general counsel, both orally and in writing, to all debentureholders who have inquired of Boeing as to the status of their debentures. Commencing on August 25, 1966 Chase, at the request of Boeing's New York counsel in this action, commenced notifying debentureholders who tendered their

debentures for redemption of Boeing's position in this action with respect to waiver. This information was provided by Chase to all debentureholders tendering their debentures for redemption irrespective of whether they made a specific inquiry on the subject. The same information was given orally to debentureholders who inquired orally of Chase and this was followed up by Chase by sending the debentureholder a letter to the same effect. Copies of three letters, two sent by Boeing and one by Boeing's general counsel which are representative of the letters sent to debentureholders by Boeing, Chase and Boeing's general counsel, are annexed hereto collectively as Exhibit 54.

166. Annexed hereto collectively as Exhibit 55 are copies of the Boeing Annual Report for 1966 and the Boeing Proxy Statement dated February 27, 1967.

167. By order dated July 21, 1966, this action was declared a class action pursuant to Rule 23(b)(1) and 23(b)(2) of the Federal Rules of Civil Procedure.

Dated: New York, New York
July 14, 1971.

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ATTORNEYS FOR DEFENDANTS
The Boeing Company and
Thomas R. Wilcox

SO ORDERED

U.S.D.J.

Exhibits to Agreed Statement of Facts

1. Specimen $1,000 Bearer Debenture and Specimen Registered Debenture.

2. Minutes of Special Meeting of the Board of Directors of Boeing held on June 23, 1958.

3. Letter of Instructions dated June 26, 1958 from Boeing to City Bank Farmers Trust Company, its Subscription Agent.

4. Indenture dated July 1, 1958, between Boeing and The Chase Manhattan Bank.

5. Letter dated June 25, 1958 from William M. Allen, President of Boeing, to holders of Boeing Capital Stock.

6. Registration Statement of Boeing on Form S-1 containing Preliminary Prospectus dated June 25, 1958.

7. Listing Application A-17645 of Boeing dated June 26, 1958.

8. Listing Agreement A-17292 of Boeing dated November 5, 1957.

9. Amendment No. 1 to Form S-1 of Boeing containing Preliminary Prospectus dated June 30, 1958.

10. Amendment No. 2 to Form S-1 of Boeing containing Preliminary Prospectus dated July 10, 1958.

11. Minutes of Special Meeting of Board of Directors of Boeing held on July 14, 1958.

12. Underwriting Agreement dated July 15, 1958 between Boeing and Harriman Ripley & Co., Incorporated and Blyth & Co., Inc.

13. Amendment No. 3 to Form S-1 of Boeing containing final Prospectus dated July 15, 1958.

14. Specimen Warrants.

15. Letter dated July 15, 1958 from William M. Allen, President of Boeing, to all holders of record of Boeing Capital Stock at the close of business on July 15, 1958 other than holders with A.P.O. or F.P.O. registered addresses or with registered addresses outside of the Continental United States and Canada.

Final Prospectus dated July 15, 1958 containing Supplement dated July 30, 1958.

16. Letter dated July 15, 1958 from William M. Allen, President of Boeing to all holders of record of Boeing Capital Stock at the close of business on July 15, 1958 with A.P.O. or F.P.O. registered addresses or with registered addresses outside the Continental United States and Canada.

17. Letter dated July 15, 1958 from City Bank Farmers Trust Company to holders of unexchanged stock of United Aircraft & Transport Corporation.

18. Sample letter from Chase to Boeing dated March 10, 1960.

19. Boeing conversion rate computation sheet dated December 31, 1958.

20. Memorandum dated March 25, 1959 from O.E. Melby to Messrs. Yeasting and Nelsen.

21. Memorandum dated December 17, 1959 from O. E. Melby to Messrs. Yeasting, Nelsen and Haynes together with a computation sheet.

22. Memorandum of the Proceedings of the Board of Directors of Boeing held on November 13, 1959 and Memorandum from Mr. Prince to the Board of Directors of Boeing dated November 11, 1959.

23. Minutes of the Meeting of the Board of Directors of Boeing held on December 7, 1959.

24. Plan and Agreement of Reorganization Between Boeing Airplane Company and Vertol Aircraft Corporation dated January 18, 1960.

25. Extract from the Minutes of the Meeting of the Board of Directors of Boeing held on April 4, 1960.

26. Form 8K filed by Boeing for April, 1960.

27. Typed transcription of conversion rate calculations prepared by Boeing on or about April 4, 1960 and on or before April 12, 1960.

28. Conversion rate calculations prepared by Boeing on or about April 12, 1960.

29. Opinion letter dated March 31, 1960 from Harriman Ripley & Co., Incorporated to Boeing.

30. Opinion letter dated April 4, 1960 from Touche, Ross, Bailey & Smart to Boeing.

31. Opinion letter dated April 4, 1960 from H. F. Olsen to H.W. Haynes of Boeing.

32. Memoranda dated June 2, 1960 from P.S. Ford to H.W. Haynes and June 16, 1960 from O.E. Melby to E.M. Nelsen and H.W. Haynes.

33. Memorandum dated June 28, 1961 prepared by H.W. Haynes.

34. Memorandum dated July 20, 1961 prepared by J.E. Prince.

35. Memorandum dated March 10, 1961 prepared by L.E. Fillon of Boeing entitled "Bond Indenture Restrictions".

36. Boeing Annual Report for 1960.

37. Boeing Proxy Statement dated February 28, 1966 with affidavit of mailing attached.

38. Extract from the Minutes of the Meeting of the Boeing Board of Directors held on February 28, 1966.

39. TENTATIVE TIMETABLE dated 2-28-66.

40. Boeing News Release No. S-8726 issued February 28, 1966.

41. Teletype dated March 1, 1966 from H.V. Kohr of Boeing to the New York Stock Exchange.

Letter dated March 2, 1966 from H.V. Kohr of Boeing to the New York Stock Exchange.

42. Telegram dated March 3, 1966 from J.L. Howard of Chase to D. Thornton of Boeing.

43. Section A-10 of the NYSE Company Manual as in effect between February 1, 1966 and March 10, 1966.

44. Letter dated March 5, 1966 from Boeing's general counsel to the SEC.

Letter dated March 5, 1966 from Boeing's general counsel to the NYSE.

45. Letter dated March 8, 1966 from Boeing's general counsel to the SEC.

Letter dated March 8, 1966 from Boeing to the NYSE.

46. Redemption Notice published on March 8 and 18, 1966 in all editions of The Wall Street Journal and affidavit of publication.

47. Letter of March 9, 1966 from A.L. Rauch of the New York Stock Exchange to H.V. Kohr of Boeing.

Letter dated March 16, 1966 from H.V. Kohr of Boeing to A.L. Rauch of the New York Stock Exchange.

Debentures to determine whether any facts exist which may require any adjustment of the conversion rate, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee or any conversion agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Capital Stock, or of any securities or property, which may at any time be issued or delivered upon the conversion of any Debenture, and it makes no representation with respect thereto. The Trustee or any conversion agent shall not be responsible for any failure of the Company to make any cash payment or to issue, transfer or deliver any shares of Capital Stock or stock certificates or other securities or property upon the surrender of any Debenture for the purpose of conversion or to comply with any of the covenants of the Company contained in this Article Four.

ARTICLE FIVE.

Redemption of Debentures.

SECTION 5.01. *Right of Redemption and Redemption Prices.* Debentures may be redeemed in the manner, on the dates, and at the redemption prices specified in this Section 5.01:

(a) The Company at its option may redeem at any time (provided that at the time of first publication of the notice of redemption pursuant to Section 5.02 it is not in default in the payment of any Senior Indebtedness, and that at such time the making of such redemption would not result in a default in any covenant contained in any indenture or other instrument pursuant to which Senior Indebtedness is outstanding) all, or from time to time any part of, the Debentures upon payment of the following redemption prices (expressed in percentages of the principal amount):

If Redeemed During the 12 Months' Period Ending July 1,

Year	Percentage	Year	Percentage
1959	105½	1969	102½
1960	105	1970	102¼
1961	104½	1971	102
1962	104¼	1972	101¾
1963	104	1973	101½
1964	103¾	1974	101¼
1965	103½	1975	101
1966	103¼	1976	100¾
1967	103	1977	100½
1968	102¾	1978	100¼

and thereafter at 100% of the principal amount thereof, in each case together with accrued interest to the date fixed for redemption.

(b) The Debentures may also be redeemed on January 1, 1968, and on any January 1 thereafter to and including January 1, 1979, through the operation of the sinking fund set forth in Article Six, upon payment of 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption.

SECTION 5.02. *Notice of Redemption; Partial Redemptions.* In case the Company shall desire to exercise the right to redeem all or any part of the Debentures, as the case may be, pursuant to Section 5.01, it shall publish prior to the date fixed for redemption a notice of such redemption at least twice in an Authorized Newspaper, the first such publication to be not less than 30 days and not more than 90 days before the date fixed for redemption. Such publications shall be in successive weeks but on any day of the week. It shall not be necessary for more than one such publication to be made in the same newspaper. A copy of such notice shall be mailed by the Company at least 30 days prior to such redemption date to the holders of the registered Debentures without coupons and the holders of the coupon Debentures registered as to principal so to be redeemed at their last addresses as they shall appear upon the registry books, but failure to give or receive such notice by firm or corporation, other than the parties hereto, the Debentureholders and coupon holders any legal or equitable right, remedy or claim under or in respect of this Indenture, or under any covenant, condition or provision herein contained; and all its covenants, conditions and provisions shall be for the sole benefit of the parties hereto and of the holders of the Debentures and coupons.

SECTION 17.02. *Successors.* All the covenants, stipulations, promises and agreements in this Indenture contained by or in behalf of the Company shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 17.03. *Notices and Demands on Company and Trustee.* Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the holders of Debentures to or on the Company may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address of the Company is filed by the Company with the Trustee) to Boeing Airplane Company, 7755 East Marginal Way, Seattle 24, Washington and marked for the attention of the Treasurer. Any notice, direction, request or demand by the Company or any Debentureholder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or made at the principal office of the Trustee.

→ SECTION 17.04. *Laws of State of New York to Govern.* This Indenture and each Debenture shall be deemed to be a contract made under the laws of the State of New York and shall be construed for all purposes in accordance with the laws of said State.

SECTION 17.05. *Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein.* Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Indenture, the Company shall furnish to the Trustee an Officers' Certifi-

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - x

WILLIAM VAN GEMERT, et al., :

Plaintiffs, :

-against- :

THE BOEING COMPANY and :
THOMAS R. WILCOX,

Defendants. :

- - - - - - - - - - - - - - - - - - x

Index No.
66 Civ. 1820 (S.J.R.)

AFFIDAVIT

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

S. HAZARD GILLESPIE, being duly sworn, deposes and says

1. I am a member of the Bar of this Court and of the firm of Davis Polk & Wardwell, counsel to defendants herein The Boeing Company and Thomas R. Wilcox ("Boeing"). I make this affidavit in opposition to the motion of plaintiffs represented by Mr. Wechsler to assess damages in the sum of $4.03 million and in support of Boeings' position that the amount of damages in no event should be more than $552,735 since all the holders of its 4 1/2% Subordinated Convertible Debentures (the "Debentures") who have redeemed these Debentures for their cash redemption value have elected among inconsistent rights and are estopped from claiming the right to receive the equivalent, in either cash or common stock, of the difference between the redemption value of their Debentures

and the value of two shares of Boeing common stock on March 29, 1966.

2. Boeing has taken the position since this litigation began, that all Debentureholders who have elected to redeem their Debentures for their redemption value have elected among inconsistent rights and are not entitled to have such Debentures converted into shares of Boeing stock or to receive the cash value of such stock on March 29, 1966. Not only was this asserted by Boeing in its sixth affirmative defense to the consolidated complaint filed in January 1967 (Exhibit A hereto) but such information with respect to Boeing's position on the effect of a redemption was clearly conveyed to all Debentureholders who made an inquiry of Boeing, its counsel or subsequently of the trustee, The Chase Manhattan Bank, N.A. ("Chase") at the very inception of this lawsuit in the summer of 1966. Attached hereto as Exhibit B are the letters sent to Debentureholders by Boeing or Chase respectively, informing them of Boeing's position on redemption.

3. Moreover, I am informed and believe that Debentureholders who have tendered their Debentures to Chase for redemption since August 1966 have been uniformly and specifically informed by Chase prior to redemption, that Boeing considered this redemption to be a waiver of rights in this litigation and consequently, certain of such Debentureholders either requested that Chase return their Debentures or that Chase hold them pending further instruction. (See Exhibit B hereto).

4. Debentureholders who learned that they had missed the conversion date shortly after it had passed in March 1966 and who asked either Boeing or Chase to

convert their Debentures, had their Debentures returned to them or held pending further instructions. Attached hereto as Exhibit C are copies of letters sent by Boeing and or Chase to this effect.

5. Indeed, it should be pointed out that plaintiffs sought, by Order to Show Cause in September of 1966, to prevent Chase from giving the information to Debentureholders that Boeing considered the redemption of the Debentures as a bar to damages in this action. This Court refused to grant the relief requested and invited plaintiffs to move to strike the defense. Plaintiffs declined to do so. Attached hereto as Exhibit D is a copy of the transcript of the hearing before this Court on September 19, 1966.

6. In summary, I have been advised both by Boeing and by counsel to Chase that every Debentureholder who has inquired as to the effect of redemption, the status of this litigation, or who has sought to redeem his Debentures has been given full notice that Boeing considered redemption an election of rights in this action.

7. I have been advised by counsel to Chase that at present $259,500 in face amount of Debentures are currently outstanding. To the extent that we have been able to do so with the assistance of Chase, a list of the names and addresses of these remaining debentureholders (as well as those of all other redeeming Debentureholders) has been provided to the committee of all counsel for plaintiffs.

S. Hazard Gillespie

Sworn to before me this

26th day of March 1976.

Andrew J Cusack

ANDREW J. CUSACK, Notary Public,
State of New York, No. 41-0835385
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1977

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
- -X

WILLIAM R. VAN GEMERT, et al.,

Plaintiffs

-against-

THE BOEING COMPANY and
THOMAS R. WILCOX,

Defendants

- -X

66 Civ. 1820
(S.J.R.)

MOTION

Plaintiffs JOANNE W. FINN, DENNIS J. FINN, et al., move the Court as follows:

1. to set a date for argument on the following issues of law:
   a) whether all debentureholders who redeemed their debentures are entitled to recover in this action;
   b) whether plaintiffs' damages are to be measured by the market price of Boeing common stock on March 29, 1966 or on April 14, 1966;
   c) whether interest at the rate provided by New York law is to be added to the principal amount of the damages;

2. to fix a date for the taking of evidence on the identification of debentureholders as to whom no stipulation shall have been made;

3. to fix a date for the taking of testimony as to attorneys' fees; and

4. to order such other proceedings as to the Court may seem proper.

Norman Winer
Norman Winer

NOTICE OF MOTION

SIRS:

PLEASE TAKE NOTICE that the foregoing motion will be submitted to HON. SYLVESTER J. RYAN in Chambers forthwith with the request that the motion be set down for hearing on April 19, 1976 at ten o'clock in the forenoon or as soon thereafter as may be convenient to the Court.

Norman Winer
Norman Winer

Dated: New York, N.Y.
March 29, 1976

TO:
DAVIS POLK & WARDWELL
Attorneys for Defendants
The Boeing Company and Thomas R. Wilcox
1 Chase Manhattan Plaza
New York, New York 10005

IRVING STEINMAN, ESQ.
11 Park Place
New York, N.Y. 10007

KASS, GOODKIND, WECHSLER & GERSTEIN, ESQS.
122 East 42nd Street
New York, N.Y. 10017

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

- -X

WILLIAM R. VAN GEMERT, et al., :
:
Plaintiffs :
: 66 Civ. 1820
-against- : (S.J.R.)
:
THE BOEING COMPANY and :
THOMAS R. WILCOX, :
:
Defendants :

- -X-

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

NORMAN WINER, being duly sworn, deposes and says:

1. I am a member of the firm of NATHAN, MANNHEIMER, ASCHE, WINER & FRIEDMAN, attorneys for various plaintiffs in this action and I am one of the members of the committee appointed by the Court to represent all plaintiffs.

2. Late on Friday, March 26, 1976, I was served with answers to interrogatories which I had previously filed with the Court; with answers to questions which I had put informally to defendant; and with a copy of a memorandum of law served by defendant in opposition to a motion previously made by the Kass firm representing other plaintiffs.

3. From the papers so served it becomes clear that the law issues to be determined by this Court are

a) whether holders who redeemed their debentures are entitled to be made whole for their losses;

b) whether holders who are entitled to recover principal are also entitled to recover interest; and

c) whether the damages are to be measured by the value of Boeing stock on March 29, 1966 or on April 14, 1966.

4. Additional matters to be determined are a) the identity of the holders and b) the counsel fees to be awarded.

5. Defendant's brief in support of the law contentions which were set forth in the answers to the interrogatories requires study and research. I, therefore, ask the Court to set a hearing date not before April 19, 1976, for all motions so that briefs for plaintiffs may be properly and adequately prepared.

6. We ask further that the Court, at that time, fix dates for hearings on the facts.

WHEREFORE, I respectfully pray that this motion be granted.

Norman Winer
Norman Winer

Sworn to before me this
29th day of March, 1976.

Rita Spinner
RITA SPINNER
Notary Public, State of New York
No. 24-4615467
Qualified in Kings County
Commission Expires March 30, 1977.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
- - - - - - - - - - - - - - - - - - x

WILLIAM R. VAN GEMERT, et al., Plaintiffs - against - THE BOEING COMPANY, et al., Defendants.	66 CIVIL 1820 CONSOLIDATED ACTION PLAINTIFFS' INTERROGATORIES PURSUANT TO F.R.C.P. 33

- - - - - - - - - - - - - - - - - - x

To Defendant THE BOEING COMPANY:

Plaintiffs request that defendant THE BOEING COMPANY, by an officer or agent thereof, answer under oath, in accordance with Rule 33 of the Rules of Civil Procedure, the interrogatories hereinafter set forth.

In the interrogatories which follow, the word "person" includes corporations, partnerships, and other entities. "Chase" intends Chase Manhattan Bank, N.A. "The debentures" refers to Boeing's 4-1/2% Subordinated Convertible Debentures of July 1, 1980. "Collecting bank" refers to any person receiving payment of interest or principal in connection with the debentures, whether from Chase, Boeing, or any other party. "Forwarding bank" refers to any person for whom, as principal or as agent, the collecting bank has received payment.

A

1. Has Chase been the sole redemption agent with respect to the debentures throughout the period between March 29, 1966 and the date of your answers hereto?

2. If the answer to Interrogatory No. 1 is "No", give the names and addresses of all other persons who have made payment or payments of the redemption price or of the accrued interest of the debentures.

3. Has Boeing copies of the records of Chase and of any other party which has made payments described in Interrogatory No. 2?

4. If the answer to Interrogatory No. 3 is "No", state whether Boeing has the right to receive from Chase and any other paying party all of their records as to the payments described in Interrogatory No. 2.

5. With respect to each holder of a debenture which has been redeemed, please state:

a) the name and address last known to Boeing,

b) the date of the redemption,

c) the sum received by such person, and

d) whether the debenture was registered as to principal or as to interest, or as to both, or as to neither.

6. With respect to each holder of a debenture to whom Boeing or any person acting on authority given by Boeing offered the redemption price and accrued interest and who refused such offer, please state:

a) the name and address last known to Boeing, and

b) whether the debenture held or claimed to be held was registered as to principal or as to interest or as to both or as to neither.

7. With respect to each holder of a debenture which has not been redeemed and who is not in the category of Interrogatory No. 6, please state:

a) the name and address last known to Boeing, and

b) whether the debenture claimed to be held was registered as to principal or as to interest, or as to both or as to neither.

8. With respect to each debenture which has not been redeemed and as to which neither Boeing nor Chase has any

record of ownership, past or present, please set forth:

a) the identifying number,

b) the face amount,

c) the date on which it was issued,

d) to whom and where it was delivered,

e) the name and address of each person who collected the last coupon paid with respect to the said debenture, and

f) where known, the name of the forwarding bank.

B

9. Does Boeing claim that any holder has released his right to convert or to damages for being refused the right to convert?

10. If the answer to Interrogatory No. 9 is "Yes" please give the name and last known address of each such holder and as to each, please state:

a) whether it is claimed that there was consideration for such release,

b) if it is claimed that there was consideration, state what it is claimed constituted such consideration and

c) if it is claimed that no consideration was necessary
    (i) identify by jurisdiction and appropriate method of reference thereto each statute relied upon by Boeing as effecting such release without consideration and
    (ii) set forth with respect to each holder all of the facts which are claimed to have effected the release.

11. As to the suggestion of the Court of Appeals concerning payment of damages in Boeing common stock

a) does Boeing contend that payment should be made in stock

b) does Boeing offer the holder the option to accept damages in stock, or

c) is it Boeing's position that damages are to be paid in money only?

12. If the answer to Interrogatory No.11(a) or 11(b) is "Yes", please state whether Boeing's contention is that the stock is to be valued at:

a) the date of completion of the trial, or

b) the date of entry of judgment in the District Court, or

c) the date on which the Court of Appeals' decision was filed, or

d) some other date, and if some other date, give the date and state the reason claimed for its being the proper date.

13. Does Boeing agree that the damages are to be fixed at the highest price reached by the stock within a reasonable time after the date after which it refused conversion to all holders of the debentures (hereinafter referred to as the "New York rule")?

14. If Boeing does not agree that the New York rule is applicable, what does Boeing claim to be the measure of damages?

15. Is it Boeing's position that the interest to be added to the damages is governed by:

a) the rule applicable in the courts of the State of New York, or

b) the rule applicable in the Southern District of New York, or

c) some other rule, in which case state the rule.

Please take notice that a copy of such answers must be served on the undersigned within thirty (30) days after the service of these interrogatories.

Dated: New York, N.Y.,
January 14th, 1976.

NATHAN, MANNHEIMER, ASCHE,
WINER & FRIEDMAN

By
Member of the Firm
230 Park Avenue
New York, N.Y. 10017

MATSON, KASS, GOODKIND
& WECHSLER

By
Member of the Firm
122 East 42nd Street
New York, N.Y. 10017

IRVING STEINMAN, Esq.
11 Park Place
New York, N.Y. 10007

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

- -x

WILLIAM R. VAN GEMERT, et al., :
Plaintiffs, :
-against- :
THE BOEING COMPANY and THOMAS R. WILCOX, :
Defendants. :

- -x

66 Civ. 1820
(SJR)

DEFENDANT'S ANSWERS TO PLAINTIFFS' INTERROGATORIES

Defendants The Boeing Company and Thomas R. Wilcox, (hereinafter "Boeing") answer plaintiffs' interrogatories as follows:

Interrogatory No. 1

1. Has Chase been the sole redemption agent with respect to the debentures throughout the period between March 29, 1966 and the date of your answers hereto?

Answers to Interrogatory No. 1

1. The Chase Manhattan Bank, N.A. ("Chase") has acted as the sole redemption agent with respect to the issue of Boeing 4 1/2% Subordinated Convertible Debentures (the "Debentures") from March 29, 1966 to date.

Interrogatory No. 2

2. If the answer to Interrogatory No. 1 is "No", give the names and addresses of all other persons who have made payment or payments of the redemption price or of the accrued interest of the debentures.

Answer to Interrogatory No. 2

2. See answer to Interrogatory No. 1

Interrogatory No. 3

3. Has Boeing copies of the records of Chase and of any other party which has made payments described in Interrogatory No. 2?

Answer to Interrogatory No. 3

3. Boeing does not have in its possession copies of the records of Chase relating to payments described in Interrogatory No. 2.

Interrogatory No. 4

4. If the answer to Interrogatory No. 3 is "No", state whether Boeing has the right to receive from Chase and any other paying party all of their records as to the payments described in Interrogatory No. 2.

Answer to Interrogatory No. 4

4. Boeing has the ability to obtain from Chase copies of its records relating to the payments described in Interrogatory No. 2.

Interrogatory No. 5

5. With respect to each holder of a debenture which has been redeemed, please state:

(a) the name and address last known to Boeing,

(b) the date of the redemption,

(c) the sum received by such person, and

(d) whether the debenture was registered as to principal or as to interest, or as to both, or as to neither.

Answer to Interrogatory No. 5

5. To the extent that such data was available in the files of Chase, such is attached hereto as Exhibit A. Exhibit A sets forth the names and addresses, to the extent available, the face amount redeemed and the date of payment. The letter "C" opposite any name indicates that the Debentures were in bearer form.

Interrogatory No. 6

6. With respect to each holder of a debenture to whom Boeing or any person acting on authority given by Boeing offered the redemption price and accrued interest and who refused such offer, please state:

(a) the name and address last known to Boeing, and

(b) whether the debenture held or claimed to be held was registered as to principal or as to interest or as to both or as to neither.

Answer to Interrogatory No. 6

6. Neither Boeing nor Chase "offered" the redemption price to any Debenture holder. Chase either

redeemed or held Debentures for the Debenture holders, as instructed by the Debenture holder. On occasion, a Debenture holder surrendered his Debentures for redemption and then requested their return. See Answer to Interrogatory 7.

Interrogatory No. 7

7. With respect to each holder of a debenture which has not been redeemed and who is not in the category of Interrogatory No. 6, please state:

(a) the name and address last known to Boeing, and

(b) whether the debenture claimed to be held was registered as to principal or as to interest, or as to both or as to neither.

Answer to Interrogatory No. 7

7. To the extent such data was available in the files of Chase, such are attached hereto as Exhibits B and C. Exhibit B sets forth the name, address and principal amount of Debentures held by holders who have informed Chase that they were holders at some particular time or who have delivered their Debentures to Chase to be held by it, pending further instructions. Where no amount is stated in this Exhibit, Chase has not been advised of the amounts held by such holders. The letter "C" opposite any name indicates that the Debentures were in bearer form and the presence of an "*" indicates that the Debentures are being held by Chase pending further instructions. Exhibit C sets forth the names, addresses and principal amounts held by holders who surrendered their Debentures to Chase, and then requested their return.

Interrogatory No. 8

8. With respect to each debenture which has not been redeemed and as to which neither Boeing nor Chase has any record of ownership, past or present, please set forth:

(a) the identifying number,

(b) the face amount,

(c) the date on which it was issued,

(d) to whom and where it was delivered,

(e) the name and address of each person who collected the last coupon paid with respect to the said debenture, and

(f) where known, the name of the forwarding bank.

Answer to Interrogatory No. 8

8. To the extent that such data can be obtained from others, Boeing will attempt to provide it by supplementary answers hereto.

Interrogatory No. 9

9. Does Boeing claim that any holder has released his right to convert or to damages for being refused the right to convert?

Answer to Interrogatory No. 9

9. Boeing has set forth as an affirmative defense in its answer to the consolidated complaint that holders of the Debentures who have voluntarily elected to redeem their Debentures and to receive the cash redemption value of such Debentures have elected among inconsistent rights and are estopped from claiming either the right to convert their Debentures into the

stock of Boeing or from receiving the equivalent value of such stock in dollars.

Interrogatory No. 10

10. If the answer to Interrogatory No. 9 is "Yes" please give the name and last known address of each such holder and as to each, please state:

(a) whether it is claimed that there was consideration for such release,

(b) if it is claimed that there was consideration, state what it is claimed constituted such consideration, and

(c) if it is claimed that no consideration was necessary

  (i) identify by jurisdiction and appropriate method of reference thereto each statute relied upon by Boeing as effecting such release without consideration, and

  (ii) set forth with respect to each holder all of the facts which are claimed to have effected the release.

Answer to Interrogatory No. 10

10. The names and address of holders who have redeemed, to the extent known to Boeing, are found in Exhibit A hereto. With respect to parts a through c of Interrogatory No. 10, Boeing contends that all Debenture holders who elected to redeem have, by so doing, elected among inconsistent rights and have received full consideration for such election.

Interrogatory No. 11

11. As to the suggestion of the Court of Appeals concerning payment of damages in Boeing common

stock

(a) does Boeing contend that payment should be made in stock,

(b) does Boeing offer the holder the option to accept damages in stock, or

(c) is it Boeing's position that damages are to be paid in money only?

Answer to Interrogatory No. 11

11. It is Boeing's understanding that at its option, Boeing could meet its liability in either cash or newly issued shares of stock of its stock or a combination thereof, all such shares to be valued at the date of issuance. Boeing has not yet determined whether it will choose to meet its liability in newly issued stock or cash.

Interrogatory No. 12

12. If the answer to Interrogatory No. 11(a) or 11(b) is "Yes", please state whether Boeing's contention is that the stock is to be valued at:

(a) the date of completion of the trial, or

(b) the date of entry of judgment in the District Court, or

(c) the date on which the Court of Appeals' decision was filed, or

(d) some other date, and if some other date, give the date and state the reason claimed for its being the proper date.

Answer to Interrogatory No. 12

12. In accordance with the opinion of the Court of Appeals, such shares of stock, if issued are to be "valued according to their market value on the date of issuance".

Interrogatory No. 13

13. Does Boeing agree that the damages are to be fixed at the highest price reached by the stock within a reasonable time after the date after which it refused conversion to all holders of the debentures (hereinafter referred to as the "New York rule")?

Answer to Interrogatory No. 13

13. Boeing does not agree that damages are to be fixed at the highest price reached by the stock within a reasonable time after the last date upon which Debenture holders were entitled to convert their Debentures.

Interrogatory No. 14

14. If Boeing does not agree that the New York rule is applicable, what does Boeing claim to be the measure of damages?

Answer to Interrogatory No. 14

14. Boeing contends that damages to those Debenture holders who have not elected to redeem their

Debentures and to take their redemption price must be based upon the difference between the redemption price of such Debentures and the value of two shares of Boeing common stock as at March 29, 1966.

Interrogatory No. 15

15. Is it Boeing's position that the interest to be added to the damages is governed by:

(a) the rule applicable in the courts of the State of New York, or

(b) the rule applicable in the Southern District of New York, or

(c) some other rule, in which case state the rule.

Answer to Interrogatory No. 15

15. It is Boeing's position that a federal court sitting in New York, would be required to apply the law of the State of New York with respect to the interest if any, to be awarded to Debenture holders.

____

STATE OF WASHINGTON)
) ss.
COUNTY OF __________)

_____________________________, being duly sworn, deposes and says that he is _______________ ___ of the Boeing Company, that he has read and signed the foregoing Answers to Plaintiffs' Interrogatories and that the same are, according to his best information and belief, ture and accurate.

Sworn to and subscribed before me this ____ day of ________________, 1976.

____
Notary Public

My commission expires:

____

A 211

Exhibit A

BEST COPY AVAILABLE

A 212

Mr. Hal Birnkraut Arrowhead Linen Service 184 South "G" St. P.O. Box [illegible] San Bernardino, California [illegible]	C	100	2/10/69
Bankers Trust Company 16 Wall Street New York, New York A/C Maria S. Pereira	C	[illegible]	10/[illegible]/67
Estate Theodore H. Anastos 259 Nantasket Avenue Drawer L Hull, Massachusetts 02045	C	[illegible]	1/21/[illegible]
Amalgamated Trust & Savings Bank Chicago, Illinois	C	5,000	6/1[illegible]/6[illegible]
Almstedt Brothers 425 West Market Street Louisville, Kentucky 40202	C		9/23/66
American National Bank and Trust Company of Chicago LaSalle Street at Washington Chicago, Illinois 60690 Attention: Richard Stogdill	C	100	4/20/67
Mr. Albert M. Aznive 53 Roslin Street Dorchester, Massachusetts	C	500	11/1/66
Auchincloss, Parker & Redpath 1021 United Penn Bank Building Wilkes-Barre, Pennsylvania 18701 Attention: Majorie H. Peters	C	4,[illegible]	2/6/7[illegible]
Mr. Winfield H. Arata, Jr. 800 Alma Real Pacific Palisades, California 90272	C	10	1/25/67
Mrs. Clara Aptekar 2109 Ocean Parkway Brooklyn, New York	C	2,000	10/13/66
Mr. Hyman Appleton 282 Maitland Avenue Teaneck, New Jersey 07666	C	100	4/27/67
American National Bank and Trust Company Rockford, Illinois	C	100	9/23/66
Abbott, Proctor & Paine 110 Wall Street New York, New York 10005	C	500	11/24/66
Almstedt Brothers 425 West Market Street Louisville, Kentucky 40202	C	100	2/26/74
Mrs. [illegible] Albers [illegible] [illegible], Pennsylvania [illegible]	C	[illegible],000	3/6/70
Mr. [illegible] Albers [illegible] [illegible], New Jersey [illegible]	C	[illegible],000	
[illegible] and [illegible] [illegible] 2001	C	200	3/3/70
Mrs. [illegible] [illegible] Street Chicago, Illinois 606[illegible]	C	100	10/13/70
Mr. [illegible] [illegible] 07814	C	2,000	10/21/66
Mr. [illegible] Allen [illegible] Houston, Texas 77027	C	200	3/8/69
American Fletcher National Bank and Trust Company Indianapolis, Indiana A/C E.A. Deboo	C	100	9/28/66
Brush, Slocumb & Co., Inc. [illegible] California Street San Francisco, California [illegible]	C	200	10/21/66
Mrs. [illegible] Bruzza [illegible] Road [illegible], New Jersey 07[illegible]	C	200	3/20/69
[illegible]kowski [illegible] Drive [illegible] Connecticut	C	200	6/19/70
Mrs. Alice J. Byers 10[illegible] Woodgate Road Pittsburgh, Pennsylvania [illegible]	C	100	10/21/66
J.C. Bradford & Co. 44 Wall Street New York, New York 1000[illegible]	C	500	10/25/68
Mr. [illegible] 123[illegible] E. [illegible] Beach Tempe, Arizona [illegible]	C	100	1/27/71
Bank of America N.T. & S.A. Del [illegible] Accounting 650 South Spring Street Los Angeles, California 90014 Attention: Georgia Reed Assistant Cashier	C	100	12/24/70
Mr. Chester L. Bowen 487[illegible] Apache Path Owosso, Michigan 48867	C	500	8/6/70

Mrs. Helen R. Avery [illegible] [illegible]
Box 11
Montezuma, New Mexico [illegible] [illegible]

Mr. William R. Ayres [illegible] [illegible]
908 Arthur Drive
Elgin, Illinois 60120 [illegible]

American State Bank of Flat River [illegible] [illegible]
9 Coffman Street
Flat Riber, Missouri [illegible] [illegible]
a/c Henry A. Haines, Trustee
for Mrs. Helge M. Haines

A 214

Bankers Trust Company
Security Clearance Division
Bond Collection Dept.
16 Wall Street
New York, New York

A/C United California Bank Branch 1[illegible]	C	[illegible]	[illegible]
A/C Harold E. White	C	2,[illegible]	[illegible]
A/C Miss Wright	C	[illegible]	[illegible]
A/C The National City Bank	C	[illegible]	[illegible]
A/C Riva Lager	C	[illegible]	[illegible]
A/C Savings Banks Trust Co.	C	[illegible]	[illegible]
A/C Lionel Kestenbaum	C	[illegible]	[illegible]
A/C Third National Bank and Trust Company	C	2,[illegible]	10/[illegible]
A/C Genevieve R. Minor and John R. Minor	C	[illegible]	11/26/[illegible]
A/C The Fourth National Bank and Trust Co., Wichita	C	[illegible]	10/[illegible]
A/C The First National Bank of Colorado Springs	C	200	2/21/[illegible]
A/C Mrs. McDonald	C	100	11/2/[illegible]
A/C [illegible] Bank	C	[illegible]	[illegible]/27/[illegible]
A/C [illegible] Thiror	C	[illegible]	[illegible]
A/C [illegible]ing National Bank of Wilkes-Barre	C	100	[illegible]
A/C [illegible] National Bank and Trust Company	C	[illegible]	[illegible] 14 [illegible]
A/C Wells Fargo Bank	C	100	[illegible]14[illegible]
A/C [illegible] Bank & Trust Co.	C	100	2/27/[illegible]
A/C [illegible] Bank	C	400	3/22/67
A/C [illegible] Bank and Trust Company	C	[illegible],000	[illegible]
A/C Mercantile Trust Co.	C	100	10/7/66
A/C [illegible]illito, [illegible]	C	400	[illegible]/30/66
A/C The North Side Bank and Trust Company	C	700	[illegible]/30/[illegible]
A/C Republic National Bank of Dallas	C	300	[illegible]/27/67
A/C R. G. [illegible]	C	1,400	[illegible]/1[illegible]/67

Bankers Trust Company

A 215

4

A/C Barnett First N.B.	[illegible]	200
		12/22/6[illegible]
A/C Edwin E. Morgan	[illegible]	1,000
		12/[illegible]
A/C The C ounty Trust Co.	[illegible]	100
		[illegible]
A/C First Wisconsin National Bank	[illegible]	[illegible]
		[illegible]
A/C Mr. Victor H. Aque	[illegible]	[illegible]
		[illegible]
A/C H. B. Fernald	[illegible]	[illegible]
		[illegible]
A/C Republic National Bank of Dallas		[illegible],000
		[illegible]
A/C The County Trust Co.	[illegible]	[illegible]
		[illegible]
A/C Anna E. Zilla	[illegible]	[illegible]
		[illegible]
A/C American National Bank	[illegible]	100
		12/16/6[illegible]
A/C First & Merchants National Bank	[illegible]	300
		[illegible]/67
A/C Delaware Trust Co.	[illegible]	100
		[illegible]/67
	[illegible]	100
		10/24/6[illegible]

A.G. Becker & Co. One First National Plaza Chicago, Illinois 60670 Attention: Karl Dotzel, Reorganization Department	C	500	1/26/71
Mr. Chester L. Bowen 19103 Colbeck Avenue Gerdena, California 90247	C	500	1/19/71
Mr. Samuel H. Borenkind Empire State Building 350 Fifth Avenue New York, New York 10001 A/C: Mrs. Sydney Geher	C	200	7/31/69
Bankers Trust Company Bond Collection Department-4th Floor 16 Wall Street New York, New York 10015 Attention: Walter Flaberty	C	2,800	6/17/71
Mr. A. Robert Jones, Vice President Bank of Madison One West Main Street Madison, Wisconsin 53701	C	200	9/14/67
Mr. & Mrs. Louis T. Bravos 154 San Pablo Avenue San Francisco, California	C	600	6/11/68
Burgess & Leith 53 State Street Boston, Massachusetts 0210 Attention: Mr. Arthur F. Brooks Legal Transfer Department	C	100	10/14/70
Miss Olga K. Bartels 1540 York Avenue, Apt. 13-S New York, New York 11028	C	100	7/31/67
Mrs. Harriet Brasher c/o Stinson, Mag, Thomson, McEvers & Fizzell Nine West Tenth Street Kansas City, Missouri 64105	C	100	6/23/67
J.C. Bradford & Co. 414 Union Street Nashville, Tennessee Attention: Elmarie Hix	C	100	6/23/67
Mr. Bertram Adam Bach 2031-12th Street Vero Beach, Florida 32960	C	100	12/5/66
Mr. Walter Bertram 14 Point Breeze Avenue Clementon, New Jersey 08021	C	100	11/30/67
Bank of California, N.A. 838 Town & Country Village San Jose, California 95128	C	100	5/16/6
Mr. Henry A. Barnicle [illegible] Hotel [illegible] Avenue Miami, Florida 33130	C	300	2/10/70
Mr. Henry J. Bauer 5205 Brooklyn Avenue, N.E. Seattle, Washington 98105	C	200	5/11/70
Mrs. Helen Beck P.O. Box 21 [illegible], Connecticut	C	200	4/14/69
Bergen County National Bank of Hackensack Main Street and Passaic Street Hackensack, New Jersey Attention: Paul H. Meier, Cashier	C	100	10/30/66
Miss Gail C. [illegible]ron 1050 5th Avenue New York, New York 10028	C	500	4/17/70
John Allan Bier, D.D.S. 760 Market Street San Francisco, California 94102	C	100	7/7/70
Mrs. Muriel L. Berstein c/o [illegible] L. Bernstein [illegible] Hodsdon & Tannen 250 Seybold Building Miami, Florida 33132	C	400	10/21/66
Miss [illegible] Carvel Blair 515 [illegible] View Drive Alexandria, Virginia 22305	C	100	4/30/69
Mr. Peter W. Blau 212 Laguna Honda Bl. San Francisco, California 94127	C	700	2/6/69
Blyth & Co., Inc. 629 So. Spring Street Los Angeles, California 9001 Attention: J. [illegible] Matushek	C	4,200	2/10/67
Mr. Robert Bolton 8 Maple Street Kearny, New Jersey	C	200	10/10/66
Boston Safe Deposit and Trust Company 100 Franklin Street Boston, Massachusetts 02106	C	1,000	11/21/6

6

A 217

J. C. Bradford & Co. 100
170 4th Avenue N.
Nashville, Tenn. [illegible]

Mr. Philip S. Burr 100
1021 Arlington Boulevard
Apt. J 240 [illegible]
Arlington, Va. 22209

Mrs. Agnes K. Beers 1,000
Rt 1 Box 123
Campell Hall, New York 10916 [illegible]

Mr. Sherwin H. Berger 100
110-34 84th Avenue
Richmond Hill, New York [illegible] [illegible]

Ball, Burge & Kraus [illegible]
Union Commerce Building
Cleveland, Ohio 44115 [illegible]
Att: Mr. George S. Vovos

Mrs. Isabelle [illegible]. Bennett 100
Route 2, Box 177-C
Laurel, Delaware 19956 [illegible]

Birely & Company [illegible]
P.O. Box 965
Silver Springs, Maryland 20910 [illegible]

Mr. George D. Burdon [illegible]
1113 Wheeler Avenue
Scranton, Pa. 18510 [illegible]

The Bank of New York 200
52 William Street
New York, New York 10015 [illegible]
Att: Mr. Joe Franzone
Reorganization Dept. - [illegible]

Bank of America, N.T. & S.A.
Stanford Financial Sq. [illegible]
Palo Alto, California
Att: A. Yukawa, Collection Dept.

A/C Martin A. Aqueret 100
[illegible]

A/C Delmar Walmer 200
[illegible]

A/C Hazel Modradian 100
[illegible]

Bank of America, N.T. & S.A.
[illegible] California
[illegible]

A/C [illegible] Taussig [illegible]
[illegible]

A/C Joseph Cook Smith [illegible]
[illegible]

The Bank of California, N.A.
Collection Dept.
[illegible] Country Village
[illegible], California [illegible]

1,000

A 218

Mr. Thomas B. Brennan P.O. Box 128 Aberdeen, Washington 98520	C	100	6/24/68
Mr. Warren A. Smith Vice President and Treasurer Brighton Bank & Trust Company 363 Washington Street Brighton, Massachusetts 0213[illegible]	C	100	10/20/66
Mr. Kenneth L. Brown 108-03 Queens Boulevard Forest Hills, New York 11375	C	100	10/17/68
Mr. Arthur Bach 2500 Clearmont Street Denver, Colorado 80207	C	100	11/7/66
Mr. Albert W. Biegel and Mrs. Josephine Biegel 16585 Kentfield Street Detroit, Michigan 48219	C	100	8/31/71
J.S. Barr & Co., Inc. Savings Bank Building Ithaca, New York 14850 Attention: Mr. R.H. Woodward Assistant Treasurer	C	200	8/25/70
Mr. J. Robert Formwalt Vice President Belgrade State Bank Belgrade, Montana	C	100	10/26/66
Mr. Melvin G. Barceloux 402 Walker Street Orland, California 95963	C	100	4/4/69
A.W. Benkert & Co., Inc. 52 Wall Street New York, New York 10005	C	100	1/4/6
Mrs. Horace E. Barnett 7106 Tall Cedais Estates Ferndale, Washington 98248	C	100	8/13/74
Mr. Ben F. Bryer 1115 Fifth Avenue New York, New York 10028	C	100	8/8/74
The Baker-Boyer National Bank 98-15 Main Office Walla Walla, Washington	C	500	11/30/67
The Bridgehampton National Bank Bridgehampton, New York Attention: Harold E. Boyd, Assistant Cashier	C	100	5/29/67
Blair & Co., Inc. 20 Broad Street New York, New York Attention: [illegible]. Cangemi Reorganization Department	C	300	7/31/68
Bank of Terrebonne & Trust Company P.O. Box [illegible] Houma, Louisiana	C	100	5/2/68
Mrs. [illegible]. Bethell Hickory Hill Road Lakeside, Connecticut 06758	C	300	3/1/68
Baker, Watts & Co. Calvert & Redwood Streets Baltimore, Maryland 21203	C	300	8/15/69
Mr. J. [illegible]. Walston, Vice President The Bank of Halifax Scotland Neck, North Carolina	C	1,300	[illegible]/67
J.H. Brooks & Co. 15 North Franklin Street Wilkes-Barre, Pennsylvania 18701	C	200	4/1/69
Mr. A. [illegible]. Favre, Assistant Vice President Broward National Bank 25 South Andrews Avenue Fort Lauderdale, Florida	C	100	7/31/67
The Bank of New York Box 11,215 New York, New York 10049 Attention: Collection Department	C	1,000	4/23/70
A.G. Becker & Co., Inc. [illegible] Broad Street New York, New York	C	400	11/17/6
Blair & Co., Inc. 20 Broad Street New York, New York 10005 Attention: Reorganization Dept.	C	[illegible]	9/4/69
Mrs. [illegible] Blumenthal [illegible] Apartments 6157 North Sheridan Road Chicago, Illinois 60626	C	500	9/4/69
Ms. Margaret Branagan c/o Grant 4 Frederick Place Morristown, New Jersey 07960	C	100	5/16/74
Mrs. Pearl Fry Bunn Glenn Avenue Bristol, Connecticut 06010	C	200	12/20/7

Mr. Thomas B. Cabe C 300
P.O. Box 291
Harwich, Mass. 02645 6/11/73

Continental Illinois National C 400
Bank & Trust Company
Coll. Division Securities 10/27/72
231 So. La Salle Street
Chicago, Illinois
Att: Karren Stanly
A/C J. Semendalas

Katherine E. Corbett C 300
3845 Falcon Street
San Diego, California 10/[illegible]

Continental Illinois National C [illegible]
Bank & Trust Company
Collection Division [illegible]
231 South La Salle Street
Chicago, Illinois 60690
Att: R. Mensching,
Senior Staff Assistant
A/C Steel City National Bank
of Chicago

Channing Company Inc. C 200
P.O. Box 1411
Houston, Texas 97001 [illegible]/29/[illegible]
A/C Eliza Sternberg Phillips

Mr. Norman Ellis Copeland C 10[illegible]
53 Phillips Street
P.O. Box 88 12/[illegible]
Wollaston, Massachusetts 02170

Mr. Walter E. Cook C 100
& Mary M. Cook
674 N.E. 70th Street 11/30/[illegible]
Miami, Florida 33138

Continental Illinois National C 400
Bank and Trust Company of
Chicago 6/27/[illegible]
231 South La Salle Street
Chicago, Illinois 60690
Att: Mr. B. Werner, Assistant Manager
A/C Helen B. Kronwall

Citizens Commercial and Savings Bank C 10[illegible]
Flint, Michigan
2/10/[illegible]

The Champaign National Bank C 1,700
Champaign, Illinois
Att: Miss Mary Jane Brown 12/16/70
Assistant Cashier

Crocker Citizens National Bank C 1,[illegible]00
Collateral Dept. [illegible]
[illegible] South Spring Street
Los Angeles, California 90013
A/C [illegible]. Sidney Stern

A/C [illegible] H. Vawter C 100
10/2[illegible]

C 100
10/27/[illegible]

C 200
1[illegible]

The [illegible] Trust Company C [illegible]00
[illegible], New York
[illegible] Sullivan 1[illegible]/22/[illegible]
[illegible] Mrs. [illegible] B. Stroh

Chemical Bank C [illegible],000
20 [illegible] Street
New York, New York [illegible]/21/[illegible]
A/C [illegible]
Cleveland Trust Co.

A/C [illegible]blatt C [illegible]00
2/[illegible]

A/C [illegible]. [illegible]sner C [illegible]00
[illegible]/24/[illegible]

C 2,[illegible]00
[illegible]/27/[illegible]

C [illegible]
[illegible]/2[illegible]

C [illegible]
11/[illegible]

The Chase Manhattan Bank N.A. C [illegible]00
Frederiksted St. Croix
Virgin Islands 2/2[illegible]
Att: Mr. Chester L. Carter
A/C Augusta [illegible]. Sherman

Miss Zelda Charmon C
Watchmakers' Supply House Inc.
24-39 Town Hall Building [illegible]
6 S. Wash. Street
Wilkes-Barre, Pennsylvania [illegible]

Mrs. Katherine M. Chalfant C [illegible]
1005 Houston Road
Boise, Idaho 83704 [illegible]

Mrs. Leona M. Chambers C [illegible]
1135 Daytona Avenue
Holly Hills, Florida 32017 10/28/[illegible]

Miss Allison M. Combs C [illegible]
c/o Thomas B. Combs Company
1823 Gordon Road, S.W. [illegible]
Atlanta, Georgia 30310

Mrs. Alfreda S. Cullinan C
1201 California Street
San Francisco, California [illegible] 2 [illegible]

Mr. Robert M. Collet C
R.R. No. [illegible]
Wilmington, Ohio [illegible]

Mr. Albert W. Cohen C [illegible]
Apt. 206
6900 South Shore Drive [illegible]
Chicago, Illinois 60649

Miss L. Louise Clark C [illegible]
Stuart, Virginia 24171 [illegible]

Citizens Bank C [illegible]
Joplin, Missouri 64801
Attention: K. Decker 11/10/66
A/C Mrs. Harry T. Morrison

A/C Louis L. Broadfield C [illegible]
Citizens Bank of Clermont
Clermont, Florida 12/7/66

A/C Erna B. Klotz C 200
Community National Bank & Trust Company
Collins at 96th Street 5/16/69
Bal Harbour, Florida 331[illegible]

Central Home Trust Company C 300
Elizabeth 4, New Jersey 10/26/66

Mr. Jerry C. Allain, Assistant C 200
Vice President
City National Bank of Kankakee 5/2/68
Kankakee, Illinois

[illegible] Bank & Trust C [illegible]
[illegible]
[illegible] [illegible]
[illegible], Utah 84110
[illegible] MacArthur

Commercial National Bank C 1.[illegible]
[illegible]
[illegible], Arkansas 7220[illegible] 6 [illegible]
[illegible] Mr. Peter Pra[illegible]fisch
Assistant Vice President

[illegible] Central Jersey Bank and C
[illegible] / A/C Annie Doogan
[illegible], New Jersey [illegible]

[illegible] State Bank of Wichita C [illegible]
[illegible] 7 21 [illegible]
[illegible] James A. Duncan

[illegible] Schmitt C [illegible]
[illegible] E. Maynard
[illegible] National Bank 1 10 [illegible]
[illegible], New Jersey 07[illegible]

[illegible] & Co. C [illegible]
[illegible] Floor, Board of Trade
[illegible] 12 1 [illegible]
[illegible], Missouri
[illegible] Wright [illegible]
[illegible] Department

[illegible] H. Cole C [illegible]
[illegible], Sears & Cole
[illegible] Street 11 [illegible]
[illegible], Massachusetts 02110

[illegible] C [illegible]
[illegible] Co.
[illegible] Building 1 [illegible]
[illegible] Avenue at Wood Street
[illegible], Pennsylvania 15222

[illegible] Roosevelt C [illegible]
[illegible], Indiana 8 [illegible]

[illegible] Co., Inc. C [illegible]
[illegible] Broadway
[illegible], New York 10005 11/2[illegible]

[illegible] Edward C. Coyne, M.D. C 1.[illegible]
[illegible], Cornwell, Mausner,
[illegible] & McCann 12/1[illegible]
[illegible] Broad Street
[illegible] Bank, New Jersey 07701

[illegible] William J. McKeon C [illegible]
[illegible] Bank & Trust Company
[illegible] Main Street 2 17 [illegible]
[illegible], Massachusetts
A/C Estate of William Levine

The Chase Manhattan Bank, N.A.
New York, New York

A/C Branch #104	[illegible]	[illegible]
		10/2[illegible]
A/C Branch #2[illegible] Robert Pollock	[illegible]	[illegible]
		[illegible]
A/C Branch #400 James R. O'Neil	[illegible]	[illegible]
		[illegible]
A/C Branch #[illegible]3	[illegible]	[illegible]
		[illegible]
A/C Branch #93 Richard A. Martin	[illegible]	[illegible]
		[illegible]

BEST COPY AVAILABLE

A 222

Mr. Henry C. Hawkins, Jr. President Claremont Savings Bank Claremont, New Hampshire	C	200	1/25/67
Mr. John J. Cummings 3553 Felton Street San Diego, California	C	100	4/8/68
Carroau Smith, Inc. 207 State Street Bridgeport, Connecticut 06601 A/C Miss Alice Ring	C	100	5/10/67
Mrs. Paul E. Casassa 1225 Tuckerman Street, N.W. Washington, D.C. 20001	C	400	10/10/66
Mr. Alfred Cadwalader Route 9 Fayetteville, Arkansas 72701	C	1,400	8/24/70
Mrs. Virginia B. Carter 72 Cumberland Drive Deerfield, Illinois 60015	C	100	12/21/67
Mr. Albert C. Cain 1927 Hampton Court Ann Arbor, Michigan 48103	C	100	3/25/67
Calvin Bullock, Ltd. 718 17th Street Denver, Colorado 80202	C	400	8/23/73
Mr. Jerry E. Callister 552 West 20th Street Merced, California 95340 A/C Irving A. Schroeder, Executor of the Estate of Carl L. Schroeder, dec'd.	C	300	5/31/74
Mr. William S. Cheatham 304 So. Hanover Avenue Lexington, Kentucky 40502	C	300	11/26/74
Mrs. Dorothy I. Clover 2614 N. 41st Avenue Phoenix, Arizona 85009	C	1,000	3/19/74
J. Campbell Collins 1100 First National Bank Building Wilkes-Barre, Pennsylvania 18701	C	200	11/22/74
Conning & Company 41 Lewis Street Hartford, Connecticut 06103	C	10,000	8/24/70
Mr. Ulises Giberga, Manager The Chase Manhattan Bank, N.A. Charlotte Amalie Branch St. Thomas, Virgin Islands 00801	C	1,000	9/20/66
The Chase Manhattan Bank, N.A. Branch [illegible], [illegible]th Street New York, N.Y. A/C Irene de Wilde	C	1,300	10/6/66
Chemical Bank 20 Pine Street New York, New York Attention: Miss Peparo	C	2,000	[illegible]/70
The County Trust Company White Plains, New York	C	1,000	11/[illegible]
Mr. [illegible] Moeser, Assistant Manager Continental Illinois National Bank and Trust Company of Chicago 231 South La Salle Street Chicago, Illinois 60690 A/C First Nat'l. Bank, Blue Island, Ill.	C	200	10/21/[illegible]
[illegible] McPartland, Assistant Cashier Crocker-Citizens National Bank One Sansome Street San Francisco, California 94120	C	100	10/[illegible]/66
Citizens Commercial and Savings Bank Flint, Michigan	C	100	2/27/67
Champaign National Bank [illegible] Champaign, Illinois 61823 Attention: Richard K. Berg Trust Department	C	1,000	1/20/67
D.A. Davidson & Co. P.O. Box 2[illegible] Great Falls, Montana 59401 Attention: Mr. William J. O'Connell Cashier	C	1,4[illegible]	7/26/71
Dempsey-Tegeler & Co., Inc. 110 Wall Street New York, New York 10005 Attention: Reorganization Dept.	C	[illegible]	3/12/6[illegible]
Francis I. duPont & Co. One Wall Street New York, New York 10005	C	500	11/7/66
Mr. Anthony DelSpina [illegible] Fairway Drive Hanover, New Jersey 07936	C	200	3/1/74

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A 223

Mr. P.T. Diebold C [illegible]
10303 Mattock Avenue 2/25/75
Downey, California 90241

Mr. Edward F. Drake, Jr. C [illegible]
P.O. Box 645
Auburn, California 95603 11/18/76

Miss Jennie L. Downs C 600
c/o National Shawmut Bank of Boston
Securities Department 6/14/67
40 Water Street
Boston, Massachusetts 02106

Dominick & Dominick Incorporated C [illegible]
14 Wall Street
New York, New York 10005 11/7/66

Dauphin Deposit Trust Company C 300
2100 N. Sixth Street
Harrisburg, Pennsylvania 17110 8/25/67
A/C W.P. Strawhecker

Mrs. Karin M. Danby C 100
340 East 64th Street
New York, New York 10021 1/31/67

Mr. Alfred M. Darlow C 1,000
232 Culver Road
Rochester, New York 14607 11/21/66

Mr. Louis Davis C 1,000
9700 E. Bay Harbor Drive Apt. 111
Bay Harbor Island, Florida 33154 7/15/71

Mr. Sam Davenport C 100
209 Bonneville Street
Pasco, Washington 10/25/67

Daly & Co., Inc. C [illegible]
First National Bank Building
Boise, Idaho 7/30/68
A/C Mr. & Mrs. Jedd Jones

Mr. John S. Davey C [illegible]
20 Church Street
Greenwich, Connecticut 11/10/66

Drovers National Bank of Chicago C [illegible]
Chicago, Illinois
A/C Colonial Savings & Loan 3/22/68
Association

Mr. Joseph E. Dragan C 200
6810 West Ridgewood Drive
Parma, Ohio 44129 10/22/69

Mr. [illegible] DeMority and C [illegible]
[illegible] DeMority
[illegible] Avenue 1/17/74
[illegible], Virginia 2351[illegible]

Mr. Frank W. Bianchini C 1,000
[illegible], Morris, Stroud & Co.
[illegible] Streets 3/11/[illegible]
Philadelphia, Pennsylvania 191[illegible]

A.G. Edwards & Sons, Inc. C [illegible]
[illegible]
St. Louis, Missouri 63101 6/24/68
Attention: Mr. Bill Baker
Upper Cage

[illegible] & Co. C [illegible]
[illegible] Street
[illegible], Massachusetts [illegible]2101 5/2/63

[illegible] & Co. C [illegible]
[illegible] Street
New York, New York 10005 1/12/68

Mrs. [illegible] Eagle C [illegible]
P.O. Box [illegible]
[illegible], California [illegible]22[illegible] 9/15/67

Honorable Edward C. Eberspacher C [illegible]
P.O. Box [illegible]
[illegible], Illinois [illegible] 1/25/67

Mr. [illegible], Vice President C [illegible]
Edwardsville National Bank and
Trust Company 2/6/68
Edwardsville, Illinois 62025

Mr. John C. Emison, Jr. C [illegible]
[illegible] North George Street
Rome, New York 3/22/68

Mr. [illegible] Elleman C [illegible]
Elleman's
[illegible] Avenue at Pike Street 11/15/68
[illegible], Kentucky 41011

Mr. Lewis [illegible] Evans C [illegible]
[illegible] Avenue
[illegible], New York 117[illegible] 7/17/67

Miss Ernestine [illegible] C [illegible]
[illegible] E. Tennessee Avenue
Oak Ridge, Tennessee [illegible] 11/30/66

A224

Mr. Leonard C. Dill, Jr. C 200
Maybrook Cottage Penn Road
Wynnewood, Pennsylvania [illegible] 11/1[illegible]/7[illegible]

Mrs. Martha P. Doe C 400
117 E. Lynn Street
Edgerton, Ohio [illegible]3517 7/17/75

Mr. Marshall J. Douglas C [illegible]00
200 Concord Drive
River Edge, New Jersey 0766[illegible] 11/30/7[illegible]

Mr. Wesley A. Davis C 200
319 Engle Street
Tenafly, New Jersey [illegible]/28/[illegible]

Dean Witter & Co. Inc.
2 Broadway
New York, New York 10004
Att: Reorganization Dept.

C [illegible]
5/1/7[illegible]

C [illegible]
[illegible]

Francis I. Du Pont & Co.
Two Broadway
New York, New York 10004

A/C Eugene H. [illegible] C [illegible]
[illegible]

A/C Standard Foundry Co. Inc. C [illegible]
[illegible]

C [illegible]
[illegible]

A/C Seymour & Carol Reiman C [illegible]
[illegible]

C [illegible]
[illegible]

C 1,[illegible]
10/[illegible]

Francis I. [illegible] Pont & Company

C [illegible]
[illegible]

C. A. Davidson & Co. C 100
[illegible]ower [illegible]
[illegible], [illegible]ana 10/1[illegible]
[illegible] [illegible] W. [illegible]ecker,
Assistant Manager

A/C [illegible] C 1,000
1[illegible]/2[illegible]

[illegible] Inc. C 200
[illegible] Street
[illegible] California [illegible]0014 10/[illegible]

A 225 14

The Exchange National Bank Colorado Springs, Colorado A/C Byron L. Akers	C	100	3/2/68
Edwards and Hanly 200 North Franklin Street Hempstead, N.Y. 11551 Att: Reorganization Dept.	C	300	7/31/68
H. S. Equities, Inc. 79 Pine Street New York, New York 10005 Att: Mr. James T. Murray Cashier	C	200	11/28/68
Estabrook & Co. 15 State Street Boston, Massachusetts 02101	C	300	5/22/68
	C	100	4/3/68
A.G. Edwards & Sons, Inc. 20 Exchange Place New York, New York 10005	C	100	12/18/75
Mr. Frank W. Bianchini Elkins, Morris, Stroud & Co. 17th & Sansom Streets Philadelphia, Pennsylvania 19103	C	1,000	3/19/70

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A 226

Mr. T. B. Dame, C 200
Assistant Cashier
First National Bank of Oregon 10/5/6[illegible]
960 Wall Street
Bend, Oregon 97701
A/C Charles Glenn Smith

First National City Bank C 200
Securities Collection Dept.
20 Exchange Place - Level A 1/2/7[illegible]
New York, New York 10005
Att: Mike Nalty

Fahnestock & Co. C 400
110 Wall Street
New York, New York 10005 [illegible]
Att: Mr. Andrew M. Buovolo, Cashier

Mrs. Grace Frankel C 300
1910 E. Orleans Street [illegible]
Philadelphia, Pa. 19134

Mr. Marvin L. Folkman C [illegible]
3600 N. 5th Ave. # 103
Phoenix, Arizona 85013 2/[illegible]

The First National Bank C 1,000
of Colorado Springs
P.O. Box 1699 [illegible]
Trust Operations
Colorado Springs, Colorado

The First National Bank C [illegible]
of Chicago
Customers Securities Unit [illegible]
Unit E - 6th Floor
Chicago, Illinois

Mrs. Ruth Q. Fuller C [illegible]
1914 Hebron Drive - Laurel Park
Hendersonville, North Carolina [illegible] 8/[illegible]

The First National Bank of Boston C 200
Boston, Massachusetts 02106
Att: Coupon Dept. 12/[illegible]

First National Bank of Hollywood C 1,[illegible]
Hollywood, Florida
Att: James J. Murray, [illegible]
Assistant Vice President

Morris E. Friedman C 200
1652 Cornell Drive
Dayton, Ohio 45406 3/3/69

Ferris & Company C 100
Incorporated
1720 Eye Street, N.W. 12/2/74
Washington, D.C. 20006

Federal Reserve Bank of C 800
New York
33 Liberty Street 10/6/66
New York, New York
A/C Josephine L. Fernandez

The Fourth National Bank C 100
and Trust Company
Wichita, Kansas 3/18/70
Attn: Collection Dept.

First Merchants National C 100
Bank
Asbury Park 9/19/69
Brielle Office
712 River View Drive
Brielle, New Jersey 08730

First National City Bank C 300
55 Wall Street
New York, New York 10015 1/3/68
A/C Francis Heller

A/C Whitney National Bank C 1,900
2/17/67

A/C Michael J. Anuta C 300
6/14/67

A/C Edith Graham C 1,000
11/15/66

A/C Mrs. Muriel B. C 1,100
Chardavoyne
1/31/71

A/C The Florida Bank and C 200
Trust Company
4/28/71

A/C Louis Ferglas, dec'd C 3,000
6/17/71

A/C Miss Ella Preuss C 500
6/9/67

A 227

First National City Bank A/C The First National Bank Manhattan, Kansas	C	300	3/14/67
A/C Ethel O. Duhe	C	500	8/23/67
A/C Mrs. Mary H. Smith	C	100	7/12/67
First National City Bank	C	100	1/18/67
	C	100	4/27/67
	C	100	10/13/70
A/C Mr.R.P. Nolan	C	1,000	11/3/66

Mr. J.T. Smith, Assistant Treasurer C 400
The First Pennsylvania Banking and
Trust Company 11/10/66
3020 Market Street
Philadelphia, Pennsylvania 19101

Ferris & Company C 200
611 Fifteenth Street, N.W.
Washington, D.C. 20005 3/14/67
Attention: L. Oswald
Cashier's Office

Federal Reserve Bank of New York 900
New York, New York 10045 C
Attention: A.H. Kirkpatrick 12/7/66
Collection Department

The Fourth National Bank & Trust C 200
Company
Witchita, Kansas 5/31/67

First Merchants National Bank C 400
150 Broad Street
Red Bank, New Jersey 07701 5/11/70
Attention: Mr. Harry Greenwood
Vice President

First National City Bank C 300
Securities Collection Dept.
20 Exchange Place 6/19/70
New York, New York 10005

J.L. MacDermond, Senior Vice C 500
President
First National Bank in Harve 3/14/67
201-2nd Street
Harve, Montana 59501

The First National Bank of Boston C 100
Boston, Massachusetts 02106 8/3/[illegible]

Mr. Horace J. Hatch, President C 200
The First National Bank
of Easthampton [illegible]/70
Easthampton, Massachusetts

First National Bank of Beaver Dam C 700
Beaver Dam, Wisconsin [illegible]

Franklin National Bank C 2,000
300 Walt Witman Road
Huntington Station, New York 11746 7/10/69

First Wisconsin National Bank C 300
Milwaukee, Wisconsin 10/10/66

First Westchester National Bank C 100
491 Main Street
New Rochelle, New York 10802 2/7/67
Attention: J. Peter R. Gebauer
Customer's Securities

First National Bank of Canton C 100
Canton, Ohio 10/6/71

First Mid America Inc. C 100
P.O. Box 80409
Lincoln, Nebraska 68501 5/1[illegible]/74

Mr. Louis G. Feo C 700
814 Pine Street
Philadelphia, Pa. 19107 3/1/74

First National Bank of C 100
Akron
Trust Dept. 10/1/75
Akron, Ohio 44308
Attention: Miss Karen M. Krino

The Fidelity Bank C 100
Broad & Walnut Streets
Philadelphia, Pennsylvania 19109 11/20/67

Mr. W.W. Swann, Vice President C 1,100
and Trust Officer
First Atlantic National Bank 10/22/[illegible]
of Daytona Beach
Daytona Beach, Florida

Filor, Bullard & Smyth C 200
26 Broadway
New York, New York 10004 3/30/75

Fahnestock & Co. C 3,000
110 Wall Street
New York, New York 11/30/66
Attention: Chas. Brennan
Stock Transfer Dept.

Fell, Rudman & Company C 100
P.O. Box 4947
Chicago, Illinois 60680 2/14/[illegible]

Foster & Adams C 200
120 Broadway
New York, New York 10005 2/6/70

Mrs. Ethel Fricke C 100
2007 N. Fourth Street
Milwaukee, Wisconsin 53212 1/17/[illegible]

Mr. George F. Friauf C 100
806 N. Somerville St.
Pampa, Texas 79065 9/14/[illegible]

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A 229

Mr. Ralph Robert Frasca C 500
75 Engle Street 11/17/67
Tenafly, New Jersey

The Factory Point National Bank C 2,000
Manchester Center, Vermont 12/3/69

Mrs. Berdella Floyd C 100
3309 N.E. Nichols Blvd.
Longview, Washington 98632 12/20/67

Mr. E.H. Finkelnburg C 1,100
363 West Wabasha Street
Winona, Minnesota 55987 11/16/[illegible]

Robert B. Filley and Mrs. Virginia C 200
R. Filley [illegible]
c/o William H. Jones & Co.
Suite 1129 Citizens National
Bank Building
453 South Spring Street
Los Angeles, California 90013

Foreman, Meachum & Clapper C 2,000
704-710 Baum Building
Danville, Illinois 61832 11/1[illegible]

First National Bank of Bay Shore C 100
P.O. Box 35
Bay Shore, New York [illegible]/22/[illegible]
Attention: Mrs. Baker

Karle S. Feis C 200
781 Judson Avenue
Highland Park, Illinois 60035 11/27/[illegible]

First National Bank of Lawrence County 300
New Wilmington Office C
New Wilmington, Pennsylvania 10/31/[illegible]

Mr. Emil Bergquist, Vice President 200
First National Bank of Geneva C
Geneva, Illinois 9/29/66

Mr. William F. Lowe, Assistant C 1,600
Vice President
First Western Bank & Trust Company 10/20/[illegible]
548 South Spring Street
Los Angeles, California

Mr. John Laurenson, Trust Officer C 300
The First National Bank of Amherst
Amherst, Massachusetts 6/26/70

Mr. Donald D. Kilgore, Treasurer C 200
The First Trust Company of York
York, Nebraska 68467 10/16/[illegible]

First Wisconsin Trust Company C 400
P.O. Box 2054 9/8/70
Milwaukee, Wisconsin
Attention: Mr. Alois W. Herbert

First Trust Company of Albany C 300
Albany, New York
Attention: Daniel J. Hogarty, Jr., 5/25/67
Assistant Treasurer

Mr. Francis W. Feightner 100
419 North Main Street
Greensburg, Pennsylvania 2/[illegible]/67

Miss Agnes M. Fox C 100
Box 242
Dunlo, Pennsylvania 15930 1/[illegible]/68

Fairfield County Trust Company C 100
Old Greenwich Office
Old Greenwich, Connecticut 11/10/[illegible]

The Fairfield County Trust Company 300
87 Main Street C
New Canaan, Connecticut
Attention: Phyllis A. Messigner 3/31/67
Assistant Treasurer

The First National Bank and Trust 100
Company in Steubenville C
Steubenville, Ohio 3/1/[illegible]

First National Bank of Joplin C 300
Fourth and Main
Joplin, Missouri 64801 [illegible]

First National Bank of Toledo C 100
P.O. Box 1868
Toledo, Ohio 43603 9/[illegible]/70

Mr. O.L. Bonacker, Vice President & 200
Cashier C
First National Bank 4/2[illegible]
Sioux Falls, South Dakota

The First National Bank of Erie 400
Tenth and State Office C
1005 State Street 12/13/[illegible]
Erie, Pennsylvania
Attention: Irene Wadlinger
Assistant Cashier

The First National Bank of Hollywood 100
Hollywood, Florida C 1/6/67

First National Bank of Minneapolis 800
Minneapolis, Minnesota C 3/21/67

First National Bank C 100
Minot, North Dakota 2/17/67

The First National Bank of Shreveport 100
Shrevesport, Louisiana C
Attention: D. Brian Covington 12/19/66
Assistant Cashier

First National Bank of Minneapolis 200
Minneapolis, Minnesota C 9/28/66

First National State Bank of New 500
Jersey C
810 Broad Street 11/15/67
Newark, New Jersey 07101
Attention: C.A. Butera
Assistant Vice President

First National Bank of Oregon C 100
Rockwood Branch
440 S.E. 181st Avenue 10/29/69
P.O. Box 16070
Portland, Oregon 97216
Attention: Mrs. Marlene Harper
Pro-Assistant Cashier

The First New Haven National Bank [illegible]00
One Church Street C
New Haven, Connecticut 06502 3/22/69
Attention: Robert H. Watts
New Accounts Representative

The First National Bank of Cincinnati 200
Cincinnati 1, Ohio C
Attention: Mr. William R. Trimpe 7/22/70
Assistant Vice President

First National Bank of Oregon C 100
Keizer Branch
4605 River Road N. 7/29/68
P.O. Box 7137
Salem, Oregon 97303

First Security Bank of Idaho C 5,000
First Trust Office
Moscow, Idaho 2/5/68

First Union National Bank C 100
of North Carolina
P.O. Box 10498 10/14/7
Charlotte, North Carolina
Attention: Mr. Marvin L. Burges
Assistant Manager
Transit

Goodbody & Co. C 600
2 Broadway
New York, New York 10004 9/13/67

Mr. Robert H. Stein C 300
Gallatin National Bank
Uniontown, Pennsylvania 15401 10/19/6

Goldman, Sachs & Co. C 5,000
55 Broad Street
New York, New York 10004 4/29/69

Mr. R.J. Gross C 6,300
2986 Hiawatha Avenue
West Palm Beach, Florida 33401 5/13/71

Mr. Thorton A. Goodale & C 200
Kathlyn H. Goodale
Box 222 9/24/71
Bethel, Vermont 05032

Mr. Robert D. Gilpin & Brehman C 500
Fifteenth Floor, Libert Trust Bldg.
Broad & Arch Streets 1/25/67
Philadelphia 7, Pennsylvania

Miss Helen A. Gruber C 100
150 Wooded Lane
Villanova, Pennsylvania 3/24/67

Garfield Trust Company C 500
Garfield, New Jersey 10/[illegible]/67

Mr. W.L. Williamson, Vice President 1,000
The Peoples National Bank of C
Tarentum 11/15/6
East Sixth Avenue and Corbet Street
Tarentum, Pennsylvania
A/C of Adelle H. Gregorius

Guaranty Bank & Trust Company C 100
370 Main Street
Worcester, Mass. 01608 6/16/7
Attention: Mr. Jeffrey W. Leeds
Assistant Vice President

Mr. Samuel A. Gass 175 Butman Road Lowell, Massachusetts 01852	C	$ 800	3/14/67
Mr. Daniel W. Gunnarson 7345 W. Green Lake Dr. N. Seattlw, Washington 98103	C	100	9/11/69
Mr. N.J. Greteman 1304 Atlantic Street Dubuque, Iowa 52001	C	100	11/28/69
W.D. Gradison & Co. 408 Dixie Terminal Building Cincinnati, Ohio 45202 Attention: M. Loth Newburgh Partner	C	1,000	9/24/69
Glore Forgan, Wm. R. Staats Inc. 640 So. Spring Street Los Angeles, California 90014 Attention: Marian Anderson Bond Department	C	200	12/22/66
Miss Jessica J. Gilbert 5165 S.W. Dover Lane Portland, Oregon	C	100	4/23/70
Milton H. Gustafson 2606 West Jackson Street Muncie, Indiana	C	400	11/21/68
Mr. Joseph Bernard Gould Kittredge Building Denver 2, Colorado	C	500	10/2/68
Gordon & Gordon 84 State Street Boston, Massachusetts Attention: Simon Marlin	C	100	1/11/71
Miss Sophie Geher 390 E. 5th Street Brooklyn, New York 11218	C	200	4/17/69
Girard Trust Bank Philadelphia, Pennsylvania 19101	C	2,800	11/30/67
Miss Rose B. Goldstein 17190 So. Glades Drive No. Miami Beach, Florida	C	200	11/3/66
Mr. Barry M. Grant 24611 Greenfield Road Suite 103 Southfield, Michigan 48075	C	$ 100	8/25/6
Mrs. L. Bellport Garcia 209 Sanchez Street-Apt. 1 San Francisco, California 94114	C	100	9/20/6
Franklin B. Gelder 310 Jefferson Avenue Scranton, Pennsylvania 18503		100	6/[illegible]
Mr. Stanley L. Garipay White River Junction Vermont 05001		300	10/2[illegible]
Hargrave & Hopkins, Inc. Reynolds Arcade Rochester, New York 14614 Attention: M.G. Meyer, Cashier	C	200	[illegible]/29/6
Hertz, Neumark & Warner Two Broadway New York, New York 10004 Attention: Roger B. Barnett	C	100	1/6/6
Mr. William C. Losh, Vice President The Hunterdon County National Bank Lambertville, New Jersey	C	200	1/11/6
Haas Securities Corporation 120 Broadway New York, New York 10005	C	300	7/30/6
Mr. J.C. Hunn, Vice President The Hibernia National Bank in New Orleans P.O. Box 61540 New Orleans, Louisiana 70160	C	10,000	3/28/6
Herzfeld & Stern 30 Broad Street New York, New York 10004	C	400	10/19/6
W.E. Hutton & Co. 14 Wall Street New York. New York 10005 Attention: Exchange Department	C	200	10/5/6
Hollywood Bank and Trust Company Hollywood, Florida 33022 Attention: Hugh E. Dean Assistant Cashier A/C Lillian Friend	C	100	5/31/67

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Girard Trust Bank Coupon Collection Dept. No. [illegible] Philadelphia, Pa. 19101 A/C Mary Jane Silverman	C	[illegible]	[illegible]
Miss A. Maude Gourley R.F.D. 2 Amesbury Road Exeter, N.H. 03833	C	300	[illegible]/72
Mrs. Mary D. Graham 6163 N. Wolcott Avenue Chicago, Illinois 60660	C	600	[illegible]/72
Goodbody & Co. 2 Broadway New York, New York 10004 Att: Jim Mabli, Bond Cage	C	[illegible]	[illegible]
Goodbody & Co. 2 Broadway New York, New York 10004	C	100	10/16/69
	C	500	11/24/69
	C	200	2/5/70
	C	100	4/8/69
Mr. Robert H. Stein, Asst. VP Gallatin National Bank Uniontown, Pennsylvania 15401	C	100	11/25/66
Goldman Sachs & Co. Custody Dept. 55 Water Street New York, New York 10005 Att: Miss Jean Woodburn	C	500	9/10/74
Mr. Herman Goodman Goodman, Langberg & Mendoza, Inc. 150-09 Hillside Avenue Jamaica 32, New York		1,000	[illegible]/66
Glore Forgan, Wm. R. Staats Inc. 640 South Spring Street Los Angeles, California 90014	C	[illegible],500	3/22/67

dd

A 233

Hayden, Stone Incorporated 80 Pine Street New York, New York 10005	C	$1,[illegible]	1/25/68
H. Hentz & Co. 72 Wall Street New York, New York 10005	C	400	3/11/70
Jones Heward & Company Ltd. Bureau Montreal Office 249 Ouest Rue St. Jacques Street W. Montreal 1, P.Q., Canada	C	[illegible]	10/4/68
The Howard National Bank & Trust Company 111 Main Street Burlington, Vermont 05401 Attention: Trust Department	C	100	8/7/69
Mrs. Florence M. Halstead Box 194 Halesite, Long Island, N.Y. 117[illegible]	C	500	10/21/66
Mr. Albert A. Henning 18 Metropolitan O Bronx, New York 10462	C	2,000	5/14/74
Mrs. Monica M. Hoye 59 Upton Avenue Providence, R.I. 02906	C	100	8/20/74
Mr. John E. Hanlon 11 Riverview Lane Ho-Ho-Kus, New Jersey 07423	C	300	4/14/69
Gracia Henderson c/o Mrs. Charles Kelly 1501 S. Flagler Dr. West Palm Beach, Florida 33401	C	[illegible]	3/22/68
Miss Gladys Heaton 423 S. Washington Street Kokomo, Indiana 46901	C	100	11/30/67
Mr. James P. Hickey 321 West 33rd Street New York, N.Y. 10001	C	500	10/16/69
Mrs. Crawford H. Hollidge Stepping Stones Marston Mills, Massachusetts 026[illegible]	C	100	3/19/69
Mr. David A. Hendler 409 Warren Street Hudson, New York 12524		600	3/19/70
Mrs. Carolyn [illegible]. Hongola [illegible] Street [illegible], California 91762	C	$[illegible]	1/12/68
Mr. Ralph C. Hoffman 1[illegible] Park Row [illegible], New York	C	1[illegible]	1/12/6[illegible]
Mrs. Nellie Hamill [illegible] Perry Avenue Bronx, New York 10467	C	1[illegible]	7/24/[illegible]
Mrs. [illegible] Hewitt [illegible] [illegible], Nebraska	C	1[illegible]	4/3/67
Mr. [illegible] Warren [illegible] [illegible] [illegible], Missouri 63401	C	2[illegible]	7/1[illegible]/6[illegible]
Mr. [illegible] [illegible] Street [illegible], Massachusetts 02143	C	2[illegible]	4/[illegible]
Miss Anne Hoyer [illegible] Frick Road [illegible], Indiana 46041	C	10[illegible]	2/16/70
Mr. Robert R. [illegible] [illegible] Rowen Avenue, N.W. [illegible] 04	C	20[illegible]	4/8/70
Mrs. [illegible] C. Hague 113[illegible] [illegible] Avenue [illegible], Pennsylvania 152[illegible]	C	4[illegible]	1/24/69
Mr. [illegible] J. Hermann 37[illegible] [illegible] Avenue Washington, D.C.	C	[illegible]	11/18/66
Mr. Edward H. Hutchins [illegible] Avenue Philadelphia, Pennsylvania 1[illegible]142	C	1,[illegible]	3/25/75
Mrs. [illegible] Homan [illegible] Avenue [illegible], New York 10803	C	[illegible]	1/29/74
Mrs. Alfred Heck [illegible] Avenue [illegible], Illinois	C	100	2/2[illegible]/66
Mr. Joseph [illegible]. Hack [illegible] Avenue [illegible], Ohio	C	300	10/2[illegible]/66
Harvard Trust Company Cambridge, Massachusetts 0213[illegible] Att: [illegible] Wilson Securities Department	C	500	2/1/6[illegible]

A 234 23

Harris, Upham & Co., Inc. C 3,800
120 Broadway
New York, New York 10005 12/1/75
Attention: Mr. Arthur J. Otten
A/C Mr. Walter S. Long, Jr.

E.F. Hutton & Co., Inc. C 100
Sixty-One Broadway
New York, New York 10006 4/23/70
Att: M.F. Friedman
Reorganization Department

Harris Trust & Savings Bank C 200
Chicago, Illinois 60690
Att: Coupon Dept. 1/25/68

Hirsch & Co. C 300
25 Broad Street
New York, New York 4/23/69

Hornblower & Weeks-Hemphill, C 5,000
Noyes
8 Hanover Street 7/31/67
New York, N.Y. 10004
Att: Corporate Trust Division

Irving Trust Co. C 100
One Wall Street
New York, New York 10015 3/14/67
A/C Mrs. Florence Dat

Irving Trust Co. C 100
A/C August J. Kreutz 7/22/66

Irving Trust Co. C 300
A/C Barbara W. Adams 2/8/68

Irving Trust Co. C 400
A/C Mollie Kretcher 12/23/66

Industrial National Bank C 1,000
of Rhode Island
111 Westminster Street 5/23/67
Providence, Rhode Island
Attention: Donald H. Boyden
Banking Officer

Joseph, Mellen & Miller, Inc. C 500
1400 East Ohio Building
Cleveland, Ohio 44114 12/7/67

Johnston, Lemon & Co. C 3,000
900 Southern Building
Washington, D.C. 20005 12/14/66
Attention: Brian A. Hobbs
Cashier

Hugh Johnson & Company, Inc. C 300
Rand Building
Buffalo, New York 14203 2/14/68
Attention: Ilse A. Becigneul
Cashier

Mr. Paul Jones, Jr. C 1,400
2681 Chesterton Road
Shaker Heights, Ohio 44122 8/19/66

Mrs. Lorene W. Jones C 4,000
2404 Loring
San Diego, California 92109 11/2/66

Kredietbank C 100
S.A. Luxembourgeoise
37 Rue Notre Dame 11/1/66
Luxembourg

C 100
3/29/67

C 100
11/15/66

C 100
3/7/67

Mr. A.F. Klingelhofer C 300
P.O. Box 564
Fredericksburg, Texas 78624 8/11/70

Mr. & Mrs. John Kerry King C 100
4701 Locus Hill Court
Bethesda, Maryland 20014 6/10/75

Jones, Kreeger & Co. C 100
1625 Eye Street, N.W.
Washington 6, D.C. 7/5/67

Mr. Thomas Kinney C 500
Kinney's Coal & Feul Oil Co.
795 East Main Street 8/27/71
Sommerville, New Jersey

Harris Upham & Co.	C	1,000	5/27/69
	C	100	5/2/68
	C	100	7/10/69
E.F. Hutton & Company, Inc. **Sixty-One Broadway** **New York, New York 10006** **Attn: J. Soloff, Reorganization Dept.**	C	100	4/23/70
	C	200	3/7/67
	C	800	10/24/66
	C	200	4/3/67
	C	400	3/27/69
	C	500	4/17/67
	C	300	4/26/67
	C	500	6/8/67
	C	300	8/31/67
	C	200	8/7/68
	C	500	4/29/68
Harris Trust and Savings Bank Chicago, Illinois Attn: C.Anderson, Coupon Collection	C	100	6/15/67
Hirsch & Co. 25 Broad Street New York, New York 10004	C	500	9/12/69
Hornblower & Weeks - Hemphill, Noyes 8 Hanover Street New York 4, New York Attn: Corporate Trust Division	C	600	10/26/66

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W. E. Hutton & Co. 14 Wall Street New York, New York 10005	C	100	[illegible]
	C	200	[illegible]/20/[illegible]
E. F. Hutton & Company, Inc. One Battery Park Plaza New York, New York 10004 Att: Mr. Richard E. Peterson Reorganization Dept.	C	300	[illegible]
Hornblower & Weeks-Hemphill Noyes, Inc. 120 Wall Street - 12th Fl. New York, New York 10005 Att: Reorganization Dept.	C	[illegible]	[illegible]
Mr. Charles B. Honikel 75 State Street Albany, New York 12207 A/C Phyllis G. [illegible]	C	[illegible]	[illegible]
Harris, Upham & Co. 120 Broadway New York, New York 10005 Att: Malcolm H. Bird, Bond Dept. A/C Margaret Ayles Smith & Edith Ayles Biondi. Executrix for the Estate of Charles T. Ayles	C	[illegible]	[illegible]
H. Hentz & Co. 72 Wall Street New York, New York 10005 Att: Raymond Settducati Reorganization Dept.	C	[illegible]	[illegible]
Hallowell, Sulzberger, [illegible] & Co. Philadelphia National Bank Bldg. Broad & Chestnut Streets Philadelphia, Pa. 19107 A/C Robert Cox	C		[illegible]
Mrs. Ruey C. House 2600 Algonquin Pkwy. Louisville, Kentucky	C	[illegible]	[illegible]
Mr. [illegible] Harrison [illegible] Goucher St. Johnstown, Pa. 15905	C	200	[illegible]
[illegible], Neumark & Warner 2 Broadway New York, New York 10004	C	100	[illegible]
Hayden, Stone. Inc. 2[illegible] Broad Street New York, New York 10004 Att: Bruce [illegible]. Baker Second Vice President	C	[illegible]00	[illegible]
Mrs. [illegible] H. Hall [illegible]-[illegible] Street N.W. Canton, Ohio	C	[illegible]	5/29/67
Mr. [illegible] [illegible]. Hill, Jr. [illegible] Hall, 50 Haven Avenue New York, New York 10032	C	[illegible]	[illegible]
Harvard Trust Company Cambridge, Massachusetts 02138 Att: A.M. Wilson, Securities Department	C	300	8/7/69
Harris, Upham & Co. 120 Broadway New York, New York 10005	C	1,000	5/2/68
A/C Graham Milton Polonsky and Mrs. Barbara Polonsky	C	2,000	6/5/70
A/C Hubert H. Walter & Elsa M. Walter	C	100	3/12/69
A/C R.J. Sullivan	C	200	10/27/66
A/C Ruth Vane	C	500	5/13/71
A/C Peter G. Lawrence	C	500	6/15/67
Harris Upham & Co.	C	400	2/27/67

A 237 26

Irving Trust Company 2 2,000
245 Park Avenue
New York, New York 2/72
Att: Mrs. Marie Beardslee
Personal Trust Division

Irving Trust Company 2 100
One Wall Street
New York, New York 10015 [illegible]

A 238 27

Josephthal & Co. C 100
120 Broadway
New York, New York [illegible]/17/72
Att: Mr. Norman Sindell
A/C Lillian Zaret

Johnston, Lemon & Co. C 100
900 Southern Bldg.
Washington, D.C. 20005 11/2[illegible]/72

A 239 28

Mr. Harold Keenahan C 1,000
38 Sagamone Drive
Rochester, New York 14617 7/22/70

Mr. Edwin Kaufman C 200
56 Joyce Road
Eastchester, New York 10/26/66

Miss Nettie E. Karcher C 100
P.O. Box 307
Burlington, Wisconsin 7/12/67

Miss Dora C. Kammer C 100
6011 York Road
Baltimore, Maryland 10/24/66

Miss Doris C. Kass C 100
574 West End Avenue
New York, New York 10024 10/30/67

Mr. Edward H. Karsten C 400
707 East 242 Street
Bronx, New York 10470 11/4/70

Mr. James Kinsley C 500
Portland
Pennsylvania 18351 10/18/66

Mr. James F. Kile C 100
Reuben G. Benz Company
P.O. Box 1261 8/16/68
Yakima, Washington

Mr. Herbert S. Kurshan C 200
2755 Laburnum Avenue
Roanoke, Virginia 11/16/70

Miss Lisette S. Knight C 100
Vineyard Haven
Massachusetts 02568 11/4/66

Hilda Kottler C 300
1223 Greentree Road
Pittsburgh, Pa. 15220 11/2/70

Miss Rita Kralik C 100
13015 McCracken Road
Garfield Heights, Ohio 44125 1/11/67

Miss Helen E. Kull C 300
91 Sheridan Road
Asheville, North Carolina 9/28/66

Mrs. Edwin E. Kussmaul C 600
74 Highview Street
Westwood, Massachusetts 02090 11/20/67

Kay Richards & Co. C 100
Box 148
Pittsburgh, Pennsylvania 15230 5/31/68

W.E. Kaufman & Co. C 500
1635 North Franklin Street
Danville, Illinois 61832 5/23/69

Kidder, Peabody & Co. C 200
20 Exchange Place
New York, New York 10005 7/22/66
Attention: Coupon Department

Loeb Rhoades & Co. C 100
42 Wall Street
New York, New York 8/8/67
A/C Mrs. Mildred H. Graves

Loeb, Rhoades & Co. C 100
A/C Howard Carl Fairchild
Mrs. Marguerite C. Fairchild 8/30/67

Loeb, Rhoades & Co. C 100
A/C Louis Berkowitz 1/12/67

Loeb, Rhoades & Co. C 200
A/C Saint Martins College 3/15/71

Loeb Rhoades & Co. C 100
A/C Dorothy Staller
Martin Staller 10/13/71

Loeb Rhoades & Co. C 200
A/C Minnie Zolenge 5/25/67

Loeb Rhoades & Co. C 500
A/C John W. Buyers 1/25/[illegible]

Laidlaw & Co. C 200
25 Broad Street
New York, New York
C [illegible]
5/21/69

Mr. Kenneth W. Lawrence C 300
19678 Marine View Dr. S.W.
Seattle, Washington 98166 6/11/68

Lincoln Rochester Trust Co. C 300
Rochester, New York
Attention: W.L. Shepherd 2/16/67
Trust Investment
Department

Mr. Timothy G. Mullane C 100
Executive Vice President
Layayette Bank and Trust Company 9/23/66
of Suffern
Suffern, New York

Lazard Freres & Co. C 100
44 Wall Street
New York, New York 10005 5/11/67

Loewi & Co., Incorporated C 100
225 East Mason Street
Milwaukee, Wisconsin 53202 2/8/68
Attention: Miss Nancy Mather
Transfer Department

Mr. L.C. Hudson, C 900
Executive Vice President
Mechanics Bank & Trust Company 10/19/66
Moberly, Missouri 65270

Mitchell, Hutchins & Co. Inc. C 300
One Wall Street
New York, New York 5/17/67
Att: Mr. Fred C. Kloss

Marine Midland Grace Trust Company C 100
120 Broadway
New York, New York 10015 3/2/67
Attention: Mr. Pacilla
Customer Securities

John C. Jordan, Cashier C 100
Metropolitan State Bank
National Hills 3/13/67
August, Georgia 30904

Miss Rose McAleer C 100
6970 Fairway Road
LaJolla, California 1/3/68

Mr. James N. Marsh C 100
Route 4
Paris, Kentucky 40361 7/2/69

Miss Luthera Mason C 300
1117 17th Street
Greeley, Colorado 80631 11/15/66

The Chase Manhattan Bank, N.A. C 100
4023 2nd Avenue Branch
Brooklyn, New York 1/25/67
A/C C. Robert Muller

Mrs. Olive E. Michaud C 300
214-17th Street
Zephrhills, Florida 33599 10/18/66

Miss Elsie Miller C 100
2553 Surry Road
Burlington, Iowa 52601 11/25/66

Mrs. Evelyn G. McAuley C 400
1401 Tarrington Avenue
Charlotte, North Carolina 28205 9/26/66

Mr. Ernest M. Morgan C 100
617 Highland
Clarkston, Washington 99403 3/8/68

Mrs. Florence L. Mayer C 500
333 S. Pasadena Drive
Pittsburgh, Pennsylvania 11/25/66

Miss Annie P. Meley C 100
P.O. Box 223
Turtle Creek 11/25/66
Pennsylvania 15145

Gerard H. Mueller, M.D., F.I.C.S. C 200
225 East 79th Street
New York, New York 10021 3/2/68

Mrs. Agnes L. Morton C 300
24 Locust Drive
Catonsville, Maryland 21228 10/17/66

Mr. Taine C. McDougal C 1,100
1117 South Drive
Flint, Michigan 48503 7/22/70

Moseley, Hallgarten & C 400
Estabrook, Inc.
Reorganization Dept. 4/16/75
[illegible]0 Pine Street
New York, New York 10005
Attn: Mr. E. Kruszka
Assistant Manager

50

A 241

Loewi & Co. Inc. C 100
225 E. Mason Street
Milwaukee, Wisconsin 53202 6/6/72
A/C Ross D. Guyer

Lane, Sterling & Co. Inc. C 300
1004 North Thomson Street
Richmond, Virginia 23230 1/5/73
Att: Mr. Roger L. Thompson
Cashier

Laird, Bissell & Meeds, Inc. C 1,000
120 Broadway
New York, New York 10005 10/5/72
A/C Mrs. Consuelo Escallon

Mr. John D. Leslie, Jr. C 500
c/o Budd, Larner, Kent, Gross [illegible]
& Picillo
Sixty Park Place
Newark, N.J. 07102
A/C John D. Leslie, Jr.
Executor of the Estate
of John D. Leslie, Deceased

Mr. Raymond T. Law C [illegible]
Scranton Life Building
Scranton, Pennsylvania 1850[illegible] [illegible]
A/C Winifred J. Jenkins,
Executrix for the Estate
of Clarence H. Jenkins,
Deceased

Mr. William G. Logan C 400
c/o Blackwell, Walker & Gray
Frist Federal Building [illegible]
100 N.E. First Avenue
Miami, Florida 33132
A/C Estate of Catherine V. [illegible],
Deceased

Mrs. Dorothy Marie Lee C 100
405 So. Reese Place
Burbank, California 91506 [illegible]

Lincoln Rochester Trust Company C [illegible]
5 Seneca Street
Geneva, New York 14456 11/30/7[illegible]
Att: Miss Carolyn A. Antine[illegible]
Assistant Manager
A/C Theodore T. Taylor

Loeb, Rhoades & Co. C 200
42 Wall Street
New York, New York [illegible]/20/7[illegible]
Att: S. DiBlasi
Exchange Section

[illegible] Lowenberg C [illegible]
[illegible] Medical Arts Bldg.
[illegible], Ia. [illegible]

Mr. John Lyman Middlefield, Connecticut 06455	C	100	10/22/68
Mr. Eric Lagergren 16 Ward Avenue Stapleton, Staten Island, N.Y.	C	100	8/25/69
Mrs. Bette F. Lerner 131 Hazelwood Avenue Metuchen, New Jersey	C	500	
Pascal Lambro 2 Windemere Road Wellesley Hills Massachusetts 02181	C	300	8/24/67
Mr. Bruce S. Lane Box 695 Kalamazzoo, Michigan 49005	C	300	1/29/68
Mr. Arthur C. Lindou 777 West Wentworth Avenue St. Paul, Minnesota 55118	C	100	10/11/67
Mr. George A. Linko 49 Ash Road South Windsor, Connecticut	C	100	5/7/70
Mr. Harold C. Huebner, Jr. Trust Officer Pioneer Trust & Savings Bank 4000 W. North Avenue Chicago, Illinois 60639 Estate of David J. Lange, Dec'd	C	100	11/25/69
Howard, Weil, Labouisse, Friedrichs and Company 211 Carodelet Street New Orleans, Louisiana 70130	C	300	9/8/69
Mr. Grant R. Lehmann 2635 Louise Lane Billings, Montana	C	200	2/28/67
Robert T. Lossman, M.D. 6874 Peninsula Deive Traverse City, Michigan 49684	C	100	12/23/66
Mr. Nathaniel M. Lynch 810 Omar Drive Escondido, California 92025	C	100	4/3/68
Mr. Alfred W. Low 67-66 108th Street Forest Hills, New York 11375	C	500	3/18/68
Ruth B. Lenart 555 Wilkins Road Erie, Pennsylvania 16505	C	500	3/10/70
Mr. John F. Lesch 134 North LaSalle Street Chicago, Illinois 60602	C	400	8/4/69
Mrs. Ada R. Lee Box 968 Glendive, Montana	C	300	3/20/67
Mr. John P. Lisack 2900 Covington Street W. Lafayette, Indiana 47906	C	300	9/3/69
Albert W. LeNoir and Ester M. LeNoir 199 Elm Street Somerville, Massachusetts 02144	C	300	2/8/68
CDR William V. Lassen, USN 1025 10th Loop Sandia Base Albuquerque, New Mexico 87116	C	200	1/29/68
Mr. Charles Leeds 600 West 246th Street Bronx, New York 10471	C	100	5/22/68
Miss Carol J. Layar 37 Caroline Street Gowanda, New York	C	300	9/15/70
Freda R. Lerch 4601 Geary Boulevard San Francisco, California	C	100	10/19/70
Mr. Lester Lauver 1109 W. Cassett LaGrange, Illinois 60525	C	100	7/30/67
Miss Grace T. Lewis 223 S. Second Avenue Mount Vernon, New York 10550	C	900	12/18/67
Long Island Trust Company 82 Seventh Street Garden City, New York Attention: Trust Department	C	2,000	11/20/67

Mr. Robert E. Porter, Vice President Memphis Bank & Trust Company Memphis, Tennessee	C	1,000	11/20/67
Murch & Co., Inc. 330 Hanna Bldg. Cleveland, Ohio 44115 Attention: Thomas E. Walden Vice President	C	300	7/12/67
Merchandise National Bank of Chicago Merchandise Mart Chicago, Illinois 60654 Attention: B.J. Christiansen Assistant Cashier	C	100	11/2/70
The Milwaukee Company 207 E. Michigan Street Milwaukee, Wisconsin 53202 Attention: Monica Atkielski	C	100	12/1/70
McDonald & Company 1250 Union Commerce Building Cleveland, Ohio 44115 Attention: Miss Julia Babish	C	100	3/28/68
Marine National Exchange Bank of Milwaukee Trust Department Milwaukee, Wisconsin	C	200	7/19/68
Mr. Melvin Moehrle Vice Presiden and Treasurer The Marshall Company, Inc. 111 East Wisconsin Avenue Milwaukee, Wisconsin 53202	C	100	12/24/69
Mrs. Kennethena May 188 Merriam Avenue Leominster, Massachusetts	C	300	9/13/67
Mr. Elmer E. Matthews 1200 Eudora Denver, Colorado 80220	C	200	12/1/66
Mr. LeRoy G. Marquardt 9200 Suncrest Wichita, Kansas 67212	C	100	1/13/67
Mr. Dan W. McKinnon 2050 S.W. Whiteside Drive Corvallis, Oregon 97330	C	100	4/11/69
Mrs. Doris A. McKeown 45 Oakwood Drive Woodcliff Lake, New Jersey 07675	C	100	7/24/69
Mr. Terry L. Moll Assistant Cashier The Market Street National Bank Shamokin, Pennsylvania	C	100	3/1/71
Mahaska State Bank Oskaloosa, Iowa Attention: Mr. Ralph E. Lyddon Cashier	C	100	2/17/67
Montclair National Bank and Trust Company Department of Estates & Trusts 544 Bloomfield Avenue Montclair, New Jersey 07042	C	2,000	1/23/69
F.S. Moseley & Co. 50 Congress Street Boston, Massachusetts 02109	C	300	12/21/71
Mrs. Lina Metzger 75-40 Austin Street Forest Hills, New York 11375	C	300	9/13/72
Mr. Maximilian H. Miltzlaff 240 Quaker Farms Road Oxford, Connecticut 06483	C	400	8/30/72
Miller Holmes Company, Inc. Oliver Building Pittsburgh, Pennsylvania Att.: Mr. Henry Schmid	C	300	7/24/72
Mitchum, Jones & Templeton Inc. 510 So. Spring Street Los Angeles, California 90013	C	300	3/14/72
The Milwaukee Company Stock Transfer Department 207 N. Michigan Street Milwaukee, Wisconsin 53202	C	100	10/17/
Mr. John M. Panopoulus Assistant Vice President Meadow Brook National Bank Huntington Station, New York 11748	C	1,000	6/20/

Mrs. Hazel E. McKain C 100
704 Washington Street
Columbus, Indiana 47201 6/20/68

Leo J. Moriarty, M.D. C 200
1971-E Braeburn Rd.
Altadena, California 92001 11/30/71

Manufacturers Hanover Trust Co. C 200
40 Wall Street
New York, N.Y. 12/23/66
A/C Commerce Trust Co.

A/C Liberty Discount & Savings Bank C 100 3/7/67

A/C American National Bank C 700 2/10/67

A/C Henry E. & Virginia H. Glies C 100 2/23/67

A/C The First National Bank of Saint Paul C 100 3/24/67

A/C Steinway Investing Corp. C 5,000 9/26/67

A/C Alfred Philippe C 300 6/17/67

A/C The First & Farmers National Bank C 1,100 12/19/66

A/C Florence R. Fromm C 3,700 12/13/66

A/C Gerald H. Janssen C 100 6/11/68

A/C Lucie H. Lebbar C 100 9/20/68

A/C Larson A. Krisch C 700 12/30/66

C 100 10/14/69

C 100 8/29/67

Manufacturers Hanover Trust Co. C 100 10/24/66

C 1,000 2/10/67

C 100 5/14/70

C 2,300 9/15/70

C 400 10/6/66

C 100 4/12/71

C 100 3/21/70

C 100 7/22/68

C 500 6/18/70

C 100 10/6/66

C 500 3/13/67

C 4,600 7/20/70

C 4,000 7/2/69

C 200 10/13/70

C 200 10/13/66

McDonnell & Co. C 600
120 Broadway
New York, New York 10005 10/4/68
Att: Paul R. Cardillo

Marine Midland Grace Trust Co. C 100
120 Broadway
New York, New York 10/10/66
Attention: Mr. Badills
Customers Securities

Mellon National Bank & Trust Co.
Pittsburgh, Penn. 15230
A/C Paul C. McBeth — C 200 10/4/71

A/C Edward F. Thompson, Jr. — C 400 1/22/71

A/C Thomas J. Donnelly — C 2,700 3/14/75

A/C Harry M. Cohen — C 500 12/3/70

A/C William L. Pardini — C 100 12/24/70

Merrill Lynch, Pierce, Fenner
& Smith, Inc.
70 Pine Street
New York, New York 10005
A/C Mrs. Julie Posner — C 100 6/20/68

A/C Clarence W. Stevens — C 300 12/7/67

A/C Miss Ann M. Hnatco — C 100 2/14/68

A/C R. James Dodge — C 200 8/23/67

A/C Mrs. James K. Ginter — C 400 9/26/67

A/C Ed Lewis — C 100 10/30/67

A/C Myrtle F. & Frank N. Finken — C 200 12/[illegible]/67

A/C Elizabeth Conway Smith — C 200 9/22/69

C 300 6/22/73

C 200 7/16/73

C 1,000 5/17/73

C 1,700 12/29/72

C 100 4/24/70

C 700 11/25/70

C 500 4/24/70

C 500 11/18/68

C 100 8/7/67

C 300 6/4/70

C 3,000 3/28/67

C 2,200 4/2/69

C 600 2/1/67

C 500 3/2/67

C 1,300 5/8/67

C 2,300 3/16/67

C 200 4/1[illegible]/70

C 1,200 2/24/70

C 500 8/1[illegible]/69

C 1,000 10/[illegible]/69

C 100 12/[illegible]/70

A 246 35

Morgan Guaranty Trust Company Coupon Collection Department 23 Wall Street New York, New York 10015 A/C The Bank of California	C	400 10/3/66
A/C Banque Canadienne Nationale	C	400 11/2/67
A/C Bache & Co.	C	200 5/16/75
A/C Bache &Co.	C	100 4/2/75
A/C E.F. Hutton & Co.	C	100 3/27/75
A/C E.F. Hutton & Co.	C	300 9/30/66
A/C Austin Bush	C	2,800 11/15/66
A/C Bach & Co. Inc.	C	2,000 6/3/69
A/C Mellon National Bank and Trust Company	C	200 1/23/67
A/C Samuel Regenstreif	C	400 4/3/68
A/C Mrs. Ida Patliz	C	200 11/29/66
A/C Philip Rinaldo, Jr.	C	300 9/20/68
A/C Mrs. Evelyn Genet	C	2,000 7/16/70
A/C Florette S. Wile	C	300 7/8/70
A/C Meyer Schultz	C	500 4/12/71
A/C Mr. Harold Ranger	C	300 3/20/67
A/C (Mrs.) Betty M. Alexander	C	100 6/18/70
A/C Paul Parrette	C	400 9/20/73

A/C Mrs. Elizabeth Smadel	C	300	5/2/73
A/C Harry A. Rittner	C	200	6/21/68
A/C Ben B. Bakery	C	100	6/21/68
	C	400	1/6/72
	C	500	6/3/7
National Newark & Essex Bank [illegible] Pompton Avenue Cedar Grove, New Jersey 07009	C	400	6/14/71
Charles J. Nelson 60 West Street Keene, New Hampshire	C	1,000	2/7/67
Mrs. Lulu Neir 50 [illegible] Street Babylon, New York 11702	C	200	11/3/67
Miss Jeanette M. Nowey 1659 North San Gorgonio Avenue Banning, California 9220	C	200	7/1/7
Miss Mary K. Nichols Counselor at Law 93 Somerset Avenue Taunton, Massachusetts 02780	C	300	6/15/70
Mr. Manuel F. Nunes 7831 Alder Street Oakland, California 94621	C	1,700	6/27/69
David A. Noyes & Company 208 South LaSalle Street Chicago, Illinois 60604	C	1,000	3/28/67
National Savings and Trust Co. 15th Street and New York Ave, N.W. Washington, D.C. 20005 A/C Henry Hoff	C	20,000	9/30/6
The National State Bank 1420 Irving Street Rahway, New Jersey 07065 A/C Eugenia M. Taylor	C	200	6/12/68

The Nation[illegible] City Bank of Clevel[illegible] Securities and Safekeeping Dept. Cleveland 1, Ohio	C	600	8/2/73
Mrs. Tessie S. Neidermeyer 1727 N.E. 11th Avenue Portland, Oregon 97212	C	300	11/13/73
The National Shawmut Bank of Boston 40 Water Street Boston, Massachusetts 02106 Attention: Collection Dept.	C	100	5/19/70
National Bank of Commerce of Seattle Kennewick Branch Kennewick, Washington A/C R.W. Haines	C	600	3/21/67
	C	100	12/22/66
	C	300	10/5/67
	C	500	6/14/67
	C	200	11/21/66
	C	200	7/3/70
	C	400	5/29/67
Northwestern National Bank of Minneapolis Minneapolis, Minnesota 55440 A/C Irene Hegman	C	200	11/1/66
	C	100	12/12/68
National Bank of Washington P.O. Box 367 Tacoma, Washington 98409 A/C George B. Johnson	C	100	11/20/69
A/C Deborah C. Price	C	1,000	12/21/67
The National Bank of Washington A/C Mrs. Olive R. McDonald	C	100	10/5/67
	C	200	2/21/68
Northern National Bank Presque Isle, Maine A/C Annie M. Brewer	C	500	5/19/69
Mrs. Blance M. Coln, Cashier Edgar M. Norris & Co. South Carolina National Bank Building P.O. Box 247 Greenville, South Carolina 29602	C	200	10/7/66
Mr. Arthur S. Judd, Jr., Cashier The National Bank of Derby Line Derby Line, Vermont	C	400	12/19/68
Mr. Richard D. Chase Trust Officer National Bank of Sarasota P.O. Box 5427 2001 Siesta Drive Sarasota, Florida 33579	C	100	12/19/68
Mr. J. Roy Williams Vice President The Northwestern Bank Main Street at Fourth Avenue Hendersonville, North Carolina	C	100	10/7/68
Mr. E.A. Newbury, President New Britian National Bank New Britian, Connecticut 06050 A/C James V. Onorato, Jr.	C	400	7/24/70
National Commercial Bank & Trust Company Albany New York	C	100	6/21/[illegible]
	C	100	4/3/67
New Jersey Bank and Trust Co. 120 Market Street Paterson, New Jersey 07505 Attention: Lena Balzarett Investment Service Department	C	300	11/1/66

Northeast National Bank Collection Dept. St. Petersburg, Florida	C	100	2/8/71
National Bank of Detroit Detroit, Michigan 48232 Attention: David D. Sylvester Trust Securities Division	C	5,000	10/31/69
The North Trust Company Trust Securities Division Chicago, Illinois 60690 Attention: Miss H. Lake	C	2,600	12/19/75
Ocean County National Bank Point Pleasant Beach New Jersey Attention: Vivian R. Herbert Assistant Cashier	C	300	8/8/68
Mrs. Nellie O'Hearn 300 Ridge Street Fall River, Massachusetts	C	600	1/6/67
Mr. Louis A. Ostendorp 3421 Maple Avenue Berwyn, Illinois 60402	C	500	7/20/73
Mr. Karl H. Olson 953 Hoad Street San Leandro, California 94579	C	100	1/17/67
Miss Mary O'Donnell 179 Parker Avenue San Francisco, California 94118	C	400	1/31/67
Mr. James W. Osgood 1737 N. Vista Street Los Angeles, California 90046	C	900	10/25/67
The Omaha National Bank Farnam at Seventeenth Omaha, Nebraska 68102 Attention: Jo Hain, Security Clerk Estate and Trust Division	C	400	1/18/71
Mrs. Marguertie A. Onstine 121 E. Sumach Walla, Walla, Washington 99362	C	600	11/8/71
Mr. Milton J. Bouchard Official Assistant The Oneida National Bank and Trust Company of Central New York Mohawk, New York	C	100	8/7/69
Mr. James C. O'Den Box 625 Battle Mountain, Nevada 89820	C	[illegible]	8/[illegible]
Miss Josephine Panzau The Old National Bank of Centralia Centralia, Illinois	C	800	9/23/[illegible]
The Old National Bank of Spokane Spokane 10, Washington	C	300	8/25/[illegible]
	C	[illegible]	12/2[illegible]
Mr. Charles L. Price Chairman of the Board Peoples Bank and Trust Co. P.O. Box 272 Madisonville, Kentucky 42431	C	200	6/15/[illegible]
Mr. Dean F. McConn Assistant Vice President Pinellas Central Bank & Trust Co. P.O. Box 44 Largo, Florida	C	400	10/27/[illegible]
R.W. Pressprich & Co., Inc. 80 Pine Street New York, New York 10005	C	700	[illegible]
Purcell, Graham & Co. 20 Exchange Place New York, New York 10005	C	[illegible]	11/25/6[illegible]
Palmer-American National Bank Danville, Illinois	C	200	11/19/6[illegible]
F.L. Putnam & Company, Inc. 50 Congress Street Boston, Massachusetts	C	[illegible]	[illegible]
H.M. Payson & Co. 188 Middle Street Portland, Maine 04112	C	[illegible]	9/16/[illegible]
Mr. John J. Dunn Assistant Cashier Provident National Bank Broad & Chestnut Streets Philadelphia, Pennsylvania 19101	C	200	9/20/[illegible]

Mr. Frederick C. Weber Assistant Vice President Plainfield Trust State National Bank 202 Park Avenue Plainfield, New Jersey 07061 A/C Margaret Moneypenney	C	1,000	6/13/67
A/C Ernest H. Pauli	C	200	12/28/66
A/C Miss M. Estelle Gardiner	C	300	12/16/66
Pittsburgh National Bank Pittsburg, Pennsylvania A/C Leonard Grinberg	C	100	2/15/66
A/C Thomas R. Quinn M.D.	C	1,400	1/27/6
	C	200	1/3/71
Piper, Jaffray & Wood 115 South Seventh Street Minneapolis, Minnesota A/C Harold E. and Mrs. Mildred Nelson	C	100	7/23/70
Piper, Jaffray & Hopwood, Inc. 115 South 7th Street Minneapolis, Minn. 55402 Attention: Mike McLaughlin	C	100	8/24/71
Mr. J.A. Guinn, Assistant Cashier Preston State Bank P.O. Box 12000 Dallas 25, Texas	C	700	10/21/66
	C	700	11/18/66
Mr. E.E. Fryar, Assistant Cashier Park National Bank Knoxville, Tennessee	C	1,400	3/14/67
Parker Hunter Incorporated Stock Transfer Department P.O. Box 148 Pittsburgh, Pennsylvania 15219 A/C Paul Inserra & Josephine C.Inserra	C	300	8/9/73
Pacific National Bank of Seattle [illegible] University Way, N.E. Seattle, Washington 98105	C	100	3/31/6
	C	100	1/29/73
	C	200	3/9/67
Peoples National Bank of Washington [illegible] Fourth Avenue Seattle, Washington 9811[illegible]	C	100	1/27/73
	C	100	3/7/67
Peoples National Bank Greenville, South Carolina Attention: Trust Department	C	1,400	4/4/67
Peoples National Bank of Denville [illegible] East Main Street Denville, New Jersey A/C Marie A. Klase	C	100	1/29/73
Paine, Webber, Jackson & Curtis 25 Broad Street New York, New York 10004 A/C Robert A. Rosseland Executor	C	700	7/24/6
A/C Carlstrom Pressed Metal Co., Inc.	C	200	12/13/67
	C	300	11/30/67
	C	100	7/25/6
	C	100	6/21/68
The Peoples Bank of Mullens Mullens, West Virginia Attention: W.A. Davis President	C	200	3/31/7
Charles E. Palmer, M.D. 195 S.W. Third Avenue Ontario, Oregon	C	200	6/21/68
Mrs. Leona D. Parker 823 W. Eleanor Place Peoria, Illinois	C	200	6/21/68

A 250 38A

Parrish & Co. 40 Wall Street New York, New York 10005	C	300	1/11/67
Paine, Webber, Jackson and Curtis 25 Broad Street New York, New York	C	200	3/6/67
Abraham Perchick 246 West 38th Street New York, New York 10018	C	2,300	9/17/70

Quinn & Co., Inc. C $1,000
P.O. Box 528
Albuquerque, New Mexico 87103 8/28/69

Mr. F. H. Runde, D.D.S. C $ 100
123 N. Bench Street
Galena, Illinois 61036 11/30/71

Mr. George C. Rose C $ 100
4308 S.W. Oregon Street
Seattle, Washington 98116 8/16/73

Rothchild Securities Corporation $ 500
135 S. La Salle Street C
Room 3000 11/13/73
Chicago, Illinois 60603

Mr. Thomas F. Russell, Jr., C $ 400
New York Cotton Exchange
60 Beaver Street - 19th Fl. 10/13/66
New York, New York

Mrs. Virginia Cowles Rheem C $1,000
1110 West Forest Rd.
Lakewood, Ohio 44107 8/23/67

Mr. George E. Ring C $ 100
1011 Gotham Street
Watertown, New York 13601 4/4/67

Mr. Benno Renz C $ 100
3485 West 212 Street
Fairview Park 2/27/67
Cleveland, Ohio 44126

Joseph Rubin and Myrna Rubin C $ 200
18 Arlene Drive
Fromingham, Massachusetts 07101 2/8/68

Mr. Clinton H. Rothe C $ 300
5162 Palisade Circle
Riverside, California 92506 5/18/70

Miss Helen E. Rhodes C $ 300
c/o Mrs. J.B. Moulton
270 Chester Street 5/1/69
Newton Highland, Massachusetts
02161

Mr. Samuel Rudnick C $1,000
c/o Bellmawr Drugs, Inc.
2 So. Black Horse Pike 5/7/69
Bellmawr, New Jersey

Mrs. Margaret Ann Robertson C $1,000
1247 West 67th Terrace
Kansas City, Missouri 64113 5/21/69

Mr. J. Anker Rosenthal C $ 500
2899 Collins Avenue - Apt. 849
Miami Beach, Florida 33140 8/25/69

Mrs. Georgia Ridgely C $ 100
150 So. Middle Neck Road
Great Neck, New York 11/2/67

The Royal Bank of Canada C $ 100
68 William Street
New York, New York 10005 8/14/69

Mr. Richard J. Riordan C $ 100
Riordan & Linklater
105 South La Salle Street 1/12/68
Chicago, Illinois 60603

Mr. R. A. Rommelmeyer C $ 200
215-13th Avenue West
Menomonie, Wisconsin 4/12/71

Rockland National Bank C $ 700
West Haverstraw Office
West Haverstraw, New York 1/25/67
Atten: Florence Lent,
Assistant Cashier
A/C Mr. Fred Bernhardt

Mrs. Jean W. Richart C $ 500
24 Windsor Road
Tenafly, New Jersey 07670 7/18/67

Mr. Paul Ross C $ 300
1208 Hi-Point Street
Los Angeles, California 90035 10/26/66

Mr. Howard E. Reid C $ 100
577 Cricket Lane
Radnor, Pennsylvania 19087 4/9/70

Mrs. Alice Rosenthal C $ 100
67 Plymouth Road
Malden, Massachusetts 02148 2/25/70

Mr. C. William Kramer C $ 300
Piedimonte and Cochran
317 West Kansas Avenue 12/10/69
Independence, Missouri 64050

J. Emil Romano, M.D. 544 River Oaks Drive River Forest, Illinois 60305	C	$1,000	10/1/69
Reich & Co., Inc. 50 Broadway New York, New York 10004 Att: Mr. Raymond H. Mulligan, Controller	C	500	12/1/69
Mrs. Joseph Reich 715 Conshohocken State Road Narberth, Pennsylvania	C	100	7/14/69
Miss Elizabeth M. Redman 4825 Ortega Blvd. Jacksonville, Florida 32210	C	$ 500	7/9/69
Mr. Louis Rubin 1193 Ralph Avenue Brooklyn, New York 11236	C	$ 300	8/19/69
Mrs. Thelma Musa Roberts 266 Bedford Road Pleasantville, New York 10570	C	$ 600	5/7/69
Mr. N.A. Royer 18610 Decatur Road Los Gatos, California	C	$ 600	12/31/66
Reynolds Securities Inc. 120 Broadway New York, New York 10005 Att: Catherine Brucinski A/C Orville F. Drennan and Mrs. Frances W. Drennan	C	$ 900	5/12/72
A/C Frank & Mildred Nodine	C	$ 200	10/4/68
A/C Carl W. Smith & Catherin Wagley Smith	C	$ 100	11/18/68
Mr. Robert H. Rice Elyria Savings Building Elyria, Ohio	C	$ 800	10/10/66
Miss Amelia Ryan 8860 S.W. McDonald Street Tigard, Oregon 97223	C	$ 100	3/10/67
Mr. David B. Rodd, Jr. c/o Henry A. Laughlin Concord, Massachusetts	C	$ 100	4/12/67

A 253 41

Mr. John W. Pesavento C 100
538 Fig Street
Scranton, Pennsylvania 18505 4/8/68

H.O. Peet & Co. C 400
23 West 10th Street
Kansas City, Missour 64105 9/8/67
Attention: L. Sullivan

Mr. Victor A. Petertil C 300
509 Fair Oaks
Oak Park, Illinois 60302 10/27/70

Miss Martha Pless C 100
7081 93rd Avenue S.E.
Mercer Island, Washington 98040 12/7/70

Mrs. Gladys E. Parsons C 100
2370 Clermont
Denver, Colorado 80207 12/26/68

Miss Doris Mason Palmer C 100
123 Rockwood Avenue
Ansonia, Conn. 06401 9/10/74

Mr. Wesley R. Pearson C 200
11347 East Utah Place
Aurora, Colorado 80012 10/1/74

Mr. Edward A. Pagels C 200
40 Hillside Avenue
Mahwah, New Jersey 07430 10/22/74

Mr. George Carl Pezold C 400
1107 Washington Drive
Centerport, New York 6/23/67

Mr, Kirik Pirogoff C 600
18721 Edgecliffe Dr. S.W.
Seattle, Washington 98166 6/14/71

Mr. Charles Perry C 600
4105 Kingridge Dr.
San Mateo, California 94403 6/12/70

Mr. Robert E. Mullen C 3,000
Assistant Cashier 2/10/70
Sullivan County National Bank
Liberty, New York

Spencer Trask & Co. C 500
60 Broad Street
New York, New York 10004 6/14/71
Attention: Mr. Burt J. Davis

Sterling National Bank & Trust C 1,300
Co. of New York
1410 Broadway at 39th Street 1/12/67
New York, 18, New York
Attention: Mr. Richard Aquilone

Stone & Webster Securities Corp. C 300
90 Broad Street
New York, New York 10004 10/30/6

Mr. Paul B. Allen C [illegible]
Vice President
Sarasota Bank & Trust Co. 1/10/68
Sarasota, Florida

Shields & Company C 100
44 Wall Street
New York, New York 10005 3/26/69
A/C Mrs. Rose Alperin

State Street Bank & Trust Co. C 1,000
Boston, Massachusetts.
Attention: Mr. James C. Prior 10/21/68
Manager Collection
Department

A/C Ernest G. Angevine C 1,000
3/3/70

Mr. W. Montague Geer, III C 100
Assistant Investment Officer
South Shore National Bank 9/24/68
Fourteen Hundred Hanock Street
Quincy, Massachusetts 02169

The State National Bank of C 500
Connecticut
Cos Cob Office 10/27/68
Post Road at the Hub
Cos Cob, Connecticut 06807
Attention: Glen Yantorno
Operations Assistant

Security National Bank of Long C 300
Island
271 Larkfield Road 11/25/68
East Northport, New York 11731

A 254

Mrs. C.J. Swain, Assistant Vice President Security National Bank of Long Island 228 East Main Street Port Jefferson, N.Y. 11777	C	2,000	4/9/69
Mr. Richard S. Staples Vice President Security Danvers National Bank 17 Maple Street Danvers, Massachusetts	C	300	11/15/68
Security First National Bank of Los Angeles Los Angeles, California	C	100	12/5/66
	C	300	11/25/66
	C	100	2/27/67
Security First National Bank Pasadena Branch Pasadena, California A/C Mrs. L.D. Cushing	C	1,000	11/18/66
Second National Bank Ashland, Kentucky 86960 A/C The Crowell-Collier Publishing Co.	C	100	2/26/68
Mr. G.B. Johnson, Jr. Vice President and Trust Officer Second National Bank Ashland, Kentucky	C	500	1/17/67
Miss Inez P. Starr c/o First National Bank of Boston Boston, Massachusetts	C	400	3/21/67
Mr. John Hardimon, President State Bank of Bement Bement Illinois	C	200	6/24/68
Mrs. Florence V. Saland Assistant Vice President Suburban Trust Company 170 East Broad Street Westfield, New Jersey 07090	C	200	4/8/68
Seattle Trust & Savings Bank Seattle, Washington 98104 A/C Estate of Ralph H. Highmiller	C	300	5/11/70
Seattle-First National Bank Wilderness Village Branch Maple Valley, Washington 98038 Attention: Judith Knudsen Pro Manager	C	100	11/6/70
Seattle First National Bank Security Collection Div. Trust Dept. P.O. Box 3586 Seattle, Washington 98124	C	100	8/17/73
Security First National Branch Bakersfield Branch 2130 Chester Avenue Bakersfield, California A/C Park G. Parker	C	300	10/30/66
Security Pacific National Bank Sunset & Stanley Branch 7630 Sunset Boulevard Los Angeles, California 90046	C	7,000	8/12/69
Mr. Leo H. Shapiro 68 Post Street San Francisco, California 94104	C	300	2/7/67
Mr. James R. Sharp, Executor of the Estate of Francis Colt de Wolf, dec'd 1108 Sixteenth Street, N.W. Washington, D.C. 20036	C	100	6/2/75
Shearson, Hammill & Co. 80 Pine Street New York, New York 10005	C	100	9/24/69
A/C Frank P. Sherwood	C	[illegible]	10/1/73
	C	5,000	1/24/67
Mr. Fenley Shepperd 515 Buckingham Dr. Indianapolis, Indiana	C	100	8/15/7
Mrs. Odile M. Sheridan 132-07 81st Street Ozone Park, New York	C	100	9/15/67

A 255

Mr. Robert E. Sheriff and C 100
Mrs. Lucille J. Sheriff
7302 Forest Road, Apt. #202 4/10/67
Kent Village Apt.
Hyattsville, Maryland 20785

Mr. Sidney A. Sherman C 500
11 South LaSalle Street
Chicago, Illinois 60603 8/25/70

Lewis J. Silvers, M.D. C 800
223 West 252 Street
Riverdale, New York 10471 5/2/69

Mrs.Agnes B. Slooter C 1,000
1517 Breton Road S.E.
E. Grand Rapids, Michigan 49506 12/14/71

L.B. Slysz, M.D. C 500
247 West Main Street
New Britain, Connecticut 3/17/72

Margaret K. Smith C 200
9 Cumberland Road
Glen Rock, New Jersey 07452 7/19/72

Mrs. Marguerite B. Smith C 100
323 Dixie Drive
Towson, Maryland 21204 1/17/74

Smith Barney & Co. Inc. C 300
20 Broad Street
New York, New York 10005 9/15/70
Attention: Gene Neiro
Administrative Cashier

Miss Ruth D. Seckbach, C 1,500
Vice President
The South Shore National Bank of 11/3/66
Chicago
Jeffery Avenue at 71st Street
Chicago, Illinois 60649
A/C Mrs. Vilet Protis

Miss Jessie B. Spencer C 100
291 E. McConnel Avenue
McConnelsville, Ohio 10/21/66

Mr. Eldon J. Spencer C 100
Putnam & Spencer
114 West Sixth Street 2/17/69
Post Office Box 245
Blue Earth, Minnesota 56013

Spingarn, Heine & Co. C 1,000
37 Wall Street
New York, New York 10005 7/7/69
A/C Irene Stradella

Mr. John W. Staples C 200
Depot Road
Eliot, Maine 03903 4/26/67

Mr. Henry Stein, Jr. C 100
330 West 58th Street
Apt. 9-H 11/[illegible]/67
New York, New York 10019

Mr. Daniel L. Strauss C 300
Box 12241
Laurel Heights Station 7/8/70
San Antonio, Texas 78212

Mrs. Audrey L. Stewart C 100
c/o Ron Marson
12620 Military Road South 12/19/72
Seattle, Washington 98168

Sutro & Co. C 100
460 Montgomery Street
San Francisco, California 94104 8/9/67

Sutro & Co. C 3,600
460 Montgomery Street
San Francisco, California 94104 8/31/67

Mrs. Wilda S. Symonds C 500
Eastbourne Alger Court
Bronxville, New York 10708 7/22/71

Mrs. Francis Shoobe C 3,000
2500-H-Johnson Avenue
Riverdale, New York 10463 12/19/69

Mrs. Ida Schuller C 100
232 Corbin Place
Brooklyn, New York 11235 11/16/66

Mrs. Ernest F. Staub C 600
637 Drexel Avenue
Glencoe, Illinois 60022 3/6/70

Mr. Hampden Sugden C 100
RR # 3, Box 120
Mays Landing, New Jersey 08330 1/5/68

Marcy L. Sussman, M.D. C 100
624 Wells Fargo
Scottsdale, Arizona 7/31/

Mrs. Nina M. Semmens Litchville, North Dakota 58461	C	200	1/5/68
Mr. & Mrs. George Seid 212 Maple Street Three Oaks, Michigan	C	200	4/5/67
Miss Thelma A. Short 2424 Tremont Street Cedar Falls, Iowa 50613	C	100	5/26/67
Mrs. Frances K. Stearns 53 Bishopsgate Road Newton Center, Mass. 02159	C	400	3/4/68
Mr. Herbert B. Bernauer Assistant Vice President Stern,Frank,Meyer & Fox, Inc. 606 S. Olive Street Los Angeles, California 90014	C	300	4/2/73
Mr. Crocker Snow Boston-Logan Airport East Boston, Mass. 02128	C	1,000	3/15/71
Schloss Outdoor Advertising Co. P.O. Box 896 1134 North Graham Charlotte, North Carolina 28201 Att: Mr. Mare H. Silverman Executor for Estate of Simon A. Schloss, Jr.	C	500	1/8/71
Mr. Stockton Strawbridge Chairman of the Board Strawbridge & Clothier 801 Market Street Philadelphia, Pennsylvania	C	300	3/10/71
Mrs. Hilda C. Spink 89 Pidge Avenue Pautucket, Rhode Island 02860	C	100	6/24/70
Miss Lottie Schiff 619 Colwyn Terrace Deerfield, Illinois 60015	C	100	12/17/69
Mrs. Ellen M. Scheel 705 Edgemont Lane Park Ridge, Illinois 60068	C	400	10/3/67
Mr. Paul H. Scharwenka 78 Pine Street Chatham, New Jersey	C	1,900	3/21/67
Mr. Adolf V. Scharwenka 82 Old Chester Road Essex Fells, New Jersey	C	600	10/23/6
Mrs. Henry C. Sullivan 2335 Brenton Road, S.E. Grand Rapids, Michigan 49506	C	100	5/28/68
Stone & Youngberg One California Street San Francisco, Calif. 94111	C	1,000	2/2/71
The Second National Bank of New Haven New Haven, Connecticut Att: Mr. Louis A. Maselli Collection Dept. A/c Mrs. Phyllis R. Trask	C	[illegible]	11/16/6
Mr. Ralph L. Saettele 3400 Meramec Street St. Louis, Missouri 63118	C	300	9/27/66
Mr. Melwyn Sachs 3450 Clay Street San Francisco, Calif.	C	200	10/19/66
The Safety Fund National Bank Fitchburg, Massachusetts Att: George L. Marien Assistant Cashier	C	300	3/14/67
St. Joseph Hospital 601 N.E. Harbor Boulevard Port Charlotte, Florida 33950 Att: Sister Mary Bonaventure Business Manager A/c Felician Sisters	C	[illegible]	9/15/67
Miss Audrey Saunders 6725 Belmar Avenue Reseda, California	C	100	3/3/67
Miss Helen R. Schmidt 3037 Decatur Avenue Bronx, New York10467	C	100	4/26/67
Schwabacher & Co. 100 Montgomery Street at Sutter San Francisco, California Att: Mr. Vincent Fimiani Cashier's Department	C	[illegible]	10/26/66
	C	200	11/30/67

Schweickart & Co. Reorganization Dept. 2 Broadway New York, New York 10004	C	100	9/19/73
Mr. Alexander Schwimmer and Mrs. Irene Schwimmer 106-20 Shore Front Parkway Rockaway, New York 11694	C	200	11/20/69
Scott & Stringfellow P.O. Box 1575 Richmond, Virginia Att: Mr. Buford Scott	C	500	11/7/66
	C	7,000	1/6/72
Chas. W. Scranton & Co. 209 Church Street New Haven, Connecticut 06507 Att: Stock Transfer Dept.	C	200	10/24/66
Mr. Clifford H. Powell Scranton National Bank Scranton 2, Pennsylvania	C	100	10/18/68
Mr. William Seal 138 Canyon Oaks Drive San Antonio, Texas 78232	C	100	4/16/74
Mrs. Agnes Seasongood c/o Miss Margaret White 17th Floor, Central Trust Tower Cincinnati, Ohio 45202	C	7,000	10/14/66

United California Bank Montebello Office 896 W. Beverly Blvd. Montebello, California 90640 A/C B. Brietman	C	$ 100 4/16/69
A/C Chester M. Bowes	C	$ 100 10/27/66
A/C Broadway Co.	C	$1,000 3/26/70
The Union National Bank of Streator Streator, Illinois Attn: W.J. Westwood, Cashier	C	$ 400 3/17/67
Union Bank 9460 Wilshire Boulevard Beverly Hills, California	C	$ 500 9/7/66
Union Trust National Bank Trust Department P.O. Box 11388 St. Petersburg, Florida 33733 Att: Miss Jan Mishoe A/C Frederick W. Gehler c/o Mr. Schmidt	C	$ 500 11/21/66
United States National Bank of Oregon Main Branch 321 S.W. Sixth Avenue P.O. Box 4412 Portland, Oregon 97208 Att: H.V. Ranton, Escrow Collection Officer A/C A.O. Stromquist	C	$ 100 8/6/70
The Union & New Haven Trust Company New Haven, Connecticut 06502 Att: (Mrs.) Maureen E. Di Adamo Trust Department	C	$ 200 6/11/69
	C	$ 400 10/6/66

M.S. Walker & Co., Inc. **126 Locust Avenue** **Long Beach, Calif. 90802**	C	100	10/1[illegible]
Mr. Harry Wellek **5928 N. Maplewood** **Chicago, Illinois 60659**	C	100	12/6/71
Mrs. Elizabeth Jacobson **6235 William Street** **Omaha, Nebraska 68106**	C	100	12/6/71
Mr. Morris Wigler **47 Avalon Road** **Graden City, New York 11530**	C	2,000	12/2[illegible]/73
Miss Florence M. White **2961 Silver Cedar Road** **Oconomowoc, Wisconsin 53066**	C	400	5/2/68
Mr. Christian J. Weibeler, D.D.S. **Box 476** **Adrian, Minnesota 56110**	C	300	1/30/70
Mr. Hershel S. Williams **720 East 46th Street** **Indianapolis, Indiana**	C	300	10/19/66
Mr. James C. Webb, Jr. **P.O. Box 370** **Demopolis, Alabama 36732**	C	2,000	5/14/70
Mrs. Anna Wintle **622 North 27th Street** **Lafayette, Indiana 47904**	C	800	9/30/70
Mr. William J. Wojtanowski **611 Cameron Road** **So. Orange, New Jersey 07079**	C	200	6/10/7[illegible]
Mrs. Gertrude E. Winkler **2004 Terrace Lane** **Lebanon, Indiana 46052**	C	100	6/11/69
Mr. J. Forbes Williams **3557 Lake Shore Road** **Route 1** **Lexington, Michigan**	C	200	7/12/67
Mr. Joseph N. Weil **8020 East Drive** **Miami Beach, Florida 33141**	C	100	11/19/6[illegible]
Miss Faye A. Wilson **1015 Dupont Street** **Bellingham, Washington**	C	100	9/20/68
Arthur M. Wilmot 4 Perry Street Middleport, New York 14105	C	400	5/21/[illegible]
Seymour F. Wilkins, M.D. 2[illegible] East Genesee Street Syracuse, New York 13210	C	500	2/10/[illegible]
Wheeling Dollar Savings and Trust Co. Trust Department Wheeling, West Virginia A/C Walter W. Knauss, Sr. or Elsie G. Knauss	C	1,[illegible]00	[illegible]/2/6[illegible]
The Wise County National Bank Norton, Virginia Att: W.F. McElroy, Cashier	C	100	3/23/6[illegible]
Winters National Bank and Trust Co. Far Hills Office Dayton, Ohio Att: Collection Department A/C Marie G. Laing	C	100	12/22/6[illegible]
Mr. [illegible] J. Sichina Vice President, Manager Western Pennsylvania National Bank Monongahela, Pa. 15063	C	100	5/26/6[illegible]
Wachovia Bank and Trust Co. Durham, North Carolina 27702 Att: Mary Stanley Collection Teller A/C Dr. Ernest Peschel	C	100	5/[illegible]2/6[illegible]
Mr. Earl [illegible]. Wright, President The Marble Savings Bank Rutland, Vermont	C	1,[illegible]00	8/[illegible]/6[illegible]
Washington County State Bank Brenham, Texas 77833 Att: Mr. Billy Sohns, V.P. A/C Mrs. S.M. Bird	C	2[illegible]	9/[illegible]/70
Mr. Waldo W. Robison Regional Vice President The Waterbury National Bank 195 Grand Street Waterbury, Connecticut	C	300	10/21/6[illegible]
Winslow, Cohu & Stetson 214 N. Charles Street Baltimore, Maryland 21201 Att: Lillian Maiman A/C. Dr. Morton H. Pose	C	300	1/11/6[illegible]

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White Weld & Co. 20 Broad Street New York, New York 10005	C	100 9/25/67
Mr. James L. LeBlanc Willkie, Farr & Gallagher 1 Chase Manhattan Plaza New York, New York 10005 A/C Isabel Heath Executrix of the Estate of Isabel A. Garside	C	100 1/11/74
Dean Witter & Co. 2 Broadway New York, New York	C	300 1/28/68
	C	[illegible]00 1/31/67
	C	100 5/31/[illegible]
	C	100 2/10/67
	C	200 12/[illegible]
	C	500 1/10/69
	C	100 12/20/68
	C	200 8/31/67
	C	200 3/28/67
	C	400 10/20/70
	C	400 8/2/71

Walston & Company, Inc. 7[illegible] Wall Street New York, N.Y. 10005	C	1,[illegible] 7/[illegible]
	C	[illegible]00 10/29/69
	C	100 1/14/66
	C	100 [illegible]
A/C Edith Berg Hofmann	C	[illegible]00 [illegible]/31/67
	C	100 [illegible]/2/66
	C	[illegible]00 [illegible]/2[illegible]/67
A.J. White Associates [illegible] Waterman Avenue East Providence, R.I. 02914	C	[illegible]00 12/6/71
Wood Struthers & Winthrop 2[illegible] Exchange Place New York, New York 10005	C	[illegible] 10/13/[illegible]
	C	[illegible]00 11/13/71
Wells Fargo Bank, N.A. Securities Clearance Dept. [illegible] California Street San Francisco, Calif. 94120	C	1,[illegible] 12/19/[illegible]
	C	[illegible]00 12/23/[illegible]
	C	[illegible]00 3/19/[illegible]
	C	100 1/21/[illegible]

A 261 51

Wayne Hummer & Co.
105 West Adams Street
Chicago, Illinois 60603
Att: M.Corta, Cashier

C 200
6/14/71

C 100
11/30/67

C 200
12/26/70

Wheat First Securities, Inc.
P.O. Box 1357
Stock Transfer Dept.
Richmond, Virginia 23219
Att: Ms. Deborah K. Thomas

C 100
4/15/75

A/C R. R. Palik

C 200
12/12/69

Mr. Harold Young C $ 100
450 Seventh Avenue
Room 3505 9/5/72
New York, New York 10001

Yellow Cab, Inc.
615-619 So. 20th C $2,800
Omaha, Nebraska 68102
Att: Mr. John F. Daly, President 11/8/71

Mr. Taylor B. Yeakley C $ 100
145 Munroe Street
Lynn, Massachusetts 10/10/66

Mr. Lester E. Yeager C $ 400
c/o James C. Ellis Park
Dade Park Jockey Club 7/20/67
Owensboro, Kentucky 42302

A 263

American Bank & Trust Company of Pennsylvania	C	100	2/[illegible]
Bankers Trust Company Securities Clearance Dept. 16 Wall Street New York 8, N.Y.	C	1,000	10/10/6[illegible]
	C	300	5/[illegible]
Estate of Gabriel W. Baumwart	C	400	6/6/67
William J. Linklater, Executor of the Estate of Clare C. Brown, deceased	C	200	1/3/58
Capital National Bank Austin, Texas	C	200	10/[illegible]/66
Michael Cozzolino, Executor of the Estate of Salvatore Cozzolino	C	100	1/12/67
Chemical Bank New York Trust Company			
	C	700	11/4/66
	C	900	10/13/66
	C	200	[illegible]/13/70
The Chase Manhattan Bank Coupon Collection Department New York, New York	C	600	[illegible]
	R	1,400	4/27/70

The Chase Manhattan Bank	C	[illegible]	[illegible]
[illegible] Alther & Co.	C	[illegible]	[illegible]
	C	200	3/25/[illegible]
	C	100	11/1[illegible]
	C	[illegible]	10/1[illegible]/70
	C	200	3/15/[illegible]
Andrew M. Dunlap [illegible] Road Bryn Mawr, Pennsylvania 19010	C	500	1/24/67
First National City Bank Securities Collection Dept. 20 Exchange Place New York, New York 10005	C	500	[illegible]/5/70
	C	200	11/1/6[illegible]
	C	1,500	11/15/6[illegible]
[illegible]atine National Bank	C	100	12/25/66

A 264

G.G. Harris Grant Falls National Bank Building Great Falls, Montana	C	$2,000 10/19/[illegible]	[illegible] & Co., Inc.	C	$1,000 [illegible]
			Merrill, Lynch, Pierce, Fenner & Smith, Inc.	C	100 3/21/70
Irving Trust Company 1 Wall Street New York, N.Y.				C	100 [illegible]/21/70
	C	500 9/20/66		C	100 11/2/66
				C	100 [illegible]
Fredrick S. Jackson	C	400 3/16/67		C	1,000 2/20/67
Margaret C. Johnston	C	100 10/3/66		C	100 11/2/66
Jones, Heward & Co.	C	300 9/30/68		C	300 8/21/70
Louis H. Kudell and Mrs. Fannie Kudell	C	200 11/15/66		C	400 10/26/66
Francien Lamberson Estate	C	100 10/29/66		C	400 11/2/66
Loeb-Rhoades & Co.	R	700 3/17/70		C	100 11/2/66
	R	700 3/17/70		C	100 11/2/66
	R	700 3/17/70		C	200 11/2/66
				C	1,000 2/20/67
			Model, Roland & Co., Inc.	R	100 10/6/70
Harriett L. Mason	C	400 10/25/66	Montgomery Scott & Co.	C	100 11/1/66
Madison Bank and Trust Co. Admin WWA Estate of Francis L. McDonnell c/o Harley, Haydon & Co., Inc. First National Bank Building Madison, Wisconsin 53703	R.	400 10/22/69	Morgan Guaranty Trust Co. of New York Common Collection Special New York, New York	R	20 [illegible]

Morgan Guaranty Trust Co. of New York			
	C	300	2/24/70
	C	2,700	11/4/66
	C	200	9/5/66
	C	5,500	12/20/66
	C	100	11/3/66
Paine, Webber, Jackson &. Curtis	C	100	3/21/70
Parrish & Co. 40 Wall Street New York, New York	C	100	10/3/66
Robert Pollach	C	200	3/10/70
Martin Peterson, Jr.	C	[illegible]	3/28/66
Pascal Rambro	C	300	3/7/67
Corwin C. Roach	C	300	10/5/66
Morton H. Rose 5804 Lenox Road Bethesda, Maryland	C	300	2/28/69
Agnes M. Reesor, GDN. Gregory Hill Adams & Michael William Adams c/o Chase Manhattan Bank	R	200	5/1/70
Robert A. Rosseland Exec. W/W/O Harry R. Rosseland c/o Mr. Schlett, PWJC	C	700	7/2[illegible]/69
	C	500	8/26/66

[illegible] & Co.	R	400	3/[illegible]/69
Miss Elsie F. Schmidt	C	100	4/17/6[illegible]
Mrs. Laura B. Stroh 6 Briar [illegible] Circle Larchmont, New York 10538	R	200	4/24/70
Ernest A. Westcott Mildred J. Westcott 8[illegible] Angell Road N. Providence, R.I.	C	300	9/12/66

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The Chase Manhattan Bank, N.A. Branch # 9 New York, New York	C	200	11/15/6[illegible]
	C	300	[illegible]/5/6[illegible]
Chemical Bank New York Trust Company 20 Pine Street New York, New York Coupon Collection Dept.	C	100	4/5/67
	C	100	11/66
	C	600	7/16/67
	C	3,700	1/18/68
Francis I. duPont & Co.	C	500	11/4/66
First National City Bank New York, New York	C	200	11/10/66
	C	10,000	4/10/69
	C	500	12/7/66
	C	500	[illegible]/6[illegible]
	C	500	11/66
	C	1,000	10/[illegible]/69
Hayden, Stone Inc.	C	100	[illegible]/28/67
E.F. Hutton & Co., Inc. P.O. Box 558 Wall Street Station New York, New York 10005	C	500	[illegible]/13/[illegible]
Irving Trust Company 1 Wall Street New York, New York	C	100	9/8/67
	C	300	[illegible]/10/67
	C	400	9/26/67

Irving Trust Company	C	[illegible]	[illegible]/13/6[illegible]
	C	500	[illegible]
	C	[illegible]	[illegible]
	C	1,000	[illegible]
Kidder, Peabody & Co., Inc.	C	500	[illegible]
Loeb, Rhoades & Co. [illegible] Wall Street New York, New York	C	[illegible]	3/28/[illegible]
Elizabeth M. Marshall [illegible] Glen [illegible] Rd. Glen Cove, New York	C	[illegible]	4/27/67
Marine Midland Trust	C	2,600	12/6/66
	C	[illegible]	[illegible]/2[illegible]/67
Morgan Guaranty Trust Co. New York, New York	C	[illegible]	12/[illegible]
	C	100	10/4/66
	C	300	[illegible]/2[illegible]/67
	C	100	[illegible]
	C	[illegible]	[illegible]/2[illegible]
	C	[illegible]	12/[illegible]
	C	400	[illegible]/2[illegible]/67
	C	100	[illegible]/67
		100	12/2[illegible]

A 267

Merrill, Lynch, Pierce, Fenner & Smith	C	100 [illegible]/2[illegible]/67
	C	1,000 3/2/67
Reynolds & Co.	C	300 6/11/68
Mr. Sam Rosenstein 45 East 40th Street Paterson, New Jersey	C	100 3/14/67
Eltse VanSaun Zundel 350 Prospect Seekonk, Massachusetts	C	1.500 10/17/67

A 268

Mrs. Elizabeth H. Abbitt 704 Wainwright Bldg. Norfolk, Va. 23510	C	1400	7/20/66
Mrs. Grace Abravanel 135 Hamlin St. Orange, California	C	600	8/3/66
Agency Bank of Montreal	C	400	7/22/66
American National Bank c/o Edward D. Jones & Co. 101 North 4th St. St. Louis, Missouri 63102	C	4000	7/18/66
American Security & Trust Co. Northeast Branch 722 H. St. Washington, D.C. 20002 Att: Mr. G.P. Graw, Jr.	C	500	5/1/66
Amott, Baker & Co.	C	1000	4/19/66
Edward P. Angland 1128 Linden Ave. Oak Park, Illinois	C	1000	5/9/66

Edward Ball 7066 E. Quaker Rd. Orchard Park, New York	C	500	5/18/66
Bank of America N.T. & S.A. Fallbrook, Calif.	C	500	8/5/66
Bank of Edgemont 8740 State Street East St. Louis, Illinois	C	300	6/30/66
The Bank of New York 48 Wall Street New York 15, New York	C	1000	8/8/66
Bank of Texas P.O. Box 53270 Houston, Texas 77052	C	5000	4/26/66
Bankers Trust Company Securities Clearance Dept. 16 Wall Street New York, 8, N.Y.	C	1400	
	C	1000	8/5/66
	C	500	
	C	200	7/19/66
	C	1800	7/28/66
	C	900	7/28/66
	C	100	7/28/66
	C	400	7/28/66
	C	7900	8/3/66
	C	200	8/5/66
	C	600	8/10/66
	C	200	8/5/66
	C	300	8/29/66
	C	100	8/29/66
	C	200	8/5/66
	C	400	8/11/66
	C	10,000	8/15/66
	C	1400	8/16/66
	C	500	8/16/66
	C	500	8/18/66
	C	100	8/23/66
	C	2000	8/24/66
	C	200	8/17/66
	C	2300	7/5/66
	C	1000	4/12/66
	C	5000	4/14/66
Virgil Bean 835 Hillsborough Blvd. Hillsborough, Calif. 94010	C	500	8/5/66
A.G. Becker & Company, Inc.	C	100	4/6/66
Albert M. Betcher 1435 Lexington Avenue New York, New York 10020	C	500	5/2/66
Mrs. Mez Beydu 3114 14 St. N.W. Washington, D.C.	C	100	6/14/66
Mrs. Mary Louise Billings Goffstown, New Hampshire	C	300	5/24/66
Miss Gladys Birkmire 2190 Loring Place Bronx, New York 10453	C	100	4/19/66

Irene E. Blauvelt 432 Hazel Drive Corona Del Niar California 92625	C	100	4/27/66
Lawrence M. Blum 325 Reel Road Fairfield, Conn. 06430	C	200	4/13/66
Blyth & Co. Inc. P.O. Box 869 Portland, Oregon 97207	C	500	6/22/66
Daniel J. Bongini 11 Tanner St. Pittsfield, Mass. 61201	C	200	5/10/66
Booker Brothers Inc. Miners National Bank Bldg. Wilkes Barre, Penna. 18701	C	500	8/8/66
J.C. Bradford & Co. 414 Union St. Nashville, Tenn.	C	500	8/16/66
Fred W. Bradshaw 618 Wilder Bldg. Charlotte, No. Carolina 28202	C	3700	5/13/66
Arnold L. Brauer 14 Kings Road Madison, New Jersey 07940	C	1300	7/27/66
Wm. P. Brefka 59 Upper Loudon Rd. Loudonville, New York	C	100	7/22/66
Helen O. Bregg 21 Park Circle Short Hills, N.J.	C	100	5/4/66
Nick Brehm Neshkoro, Wisconsin	C	100	8/15/66
J.H. Brooks & Co. P.O. Box 991 Scranton, Penna. 18501	C	1000	6/2/66
	C	500	8/19/66
John D. Brophy & Ruth Mills Teague Trustees U/W/O Walter Dorwin Teague 415 Madison Ave. New York, New York 10017	C	400	7/28/66
William J. Brown 980 S.E. Fifth Avenue Pompano Beach, Florida	C	5000	5/23/66
Bruns Nordeman & Co. 115 Broadway New York, New York 6	C	500	5/19/66
	C	100	5/19/66
Miss Helen Bryan c/o Mrs. P.F. Roach 7076 Vista Del Mar Ave La Jolla, Calif. 92039	C	300	5/18/66
Miss Anne Bucher c/o The State National Bank of El Paso El Paso, Texas	C	200	8/8/66
Richard J. Buck & Co.	C	1000	5/26/66
A.S.Z. Budd, M.D. 3511 Lakecrest Drive Bloomfield Hills, Michigan	C	100	5/18/66
Burgess & Leith 53 State Street Boston, Mass.	C	400	8/22/66
Burnham & Company	C	200	4/25/66
Charles H. Burrill & Mrs. Charlotte E. Burrill 373 Pine Lane Los Altos, California 94022	C	200	5/10/66
Butcher & Sherrerd 1500 Walnut Street Philadelphia, Penna 19102	C	1400	7/29/66
Dominick Butti 2259 E. 66th St. Brooklyn, N.Y.	C	400	8/27/66
J.H. Brooks & Co. P.O. Box 991 Scranton Pennsylvania	C	2,000	8/2/66

Canadian Imperial Bank C 100
of Commerce
King & Victoria 4/26/66
Toronto Ontario, Canada

Miss Irene Carpenter C 500
c/o First California Company
300 Montgomery Street 6/29/66
San Francisco, California 94120

Jack T. Carpenter C 1000
c/o Citizens Bank & Trust
Company 8/1/66
P.O. Box 138 Trust Dept.
Charlottesville, Virginia

Carreau, Smith, Inc. C 500
115 Broadway
New York, New York 10006 6/23/66

George H. Catlin C 200
2805 Foothill Rd.
Santa Barbara, Calif. 7/28/66

Elias A. Chariott C 20,000
c/o Schmidt, Roberts & Parke, Inc.
123 So. Broad St. 5/11/66
Phila, Pa. 19109

Chiles & Company C 200
412 Farm Credit Building
Omaha 2, Nebraska 8/10/66

The Citizens State Bank C 1000
Silverton, Ohio 45236 5/24/66

Clark, Dodge & Co. C 2000
4/13/66

C 1000
8/4/66

C 400
5/3/66

C 1000
5/6/66

C 600
6/22/66

Clinton County Bank C 100
& Trust Co.
2 East Washington St. 7/29/66
Frankfort, Indiana

Howard L. Cobb C 1000
P.O. Box 2819
Dallas, Texas 75221 7/26/66

Commercial National Bank C 200
Tiffin, Ohio
Att: Mr. Carl R. Kalnoco 5/18/66

Commercial National Bank C 1000
of Peoria
Peoria, Illinois 7/26/66
Att: Trust Department

Allen W. Coe C 100
P.O. Box 397
Caufield, Ohio 44406 4/20/66

Mrs. Mariette D. Collett C 200
14 Cottage Street
Newport, Vermont 5/25/66

Charles C. Condes & C 500
Harriet Y. Condes
31 East 113 Street 5/11/66
Chicago, Illinois 60628

Edward R. Conway C 800
RD1 Box 328
Marlboro, N.Y. 8/23/66

Cooley & Company C 300
100 Pearl St.
Hartford, Conn. 4/6/66

County Trust Company C 300
Tenafly, N.J. 8/24/66

The Chase Manhattan Bank, N.A.
New York, New York
A/C Elizabeth Mencer

C 2,000

C 1,800 7/7/66

C 2,800 7/7/66

C 1,000 7/8/66

C 700 7/11/66

C 500 7/12/66

C 400 7/15/66

C 1,000 7/18/66

C 4,100 7/18/66

C 400 7/19/66

C 100 7/25/66

C 1,000 7/25/66

C 400 7/26/66

C 1,100 7/26/66

C 1,000 7/27/66

C 200 7/27/66

C 200 7/29/66

C 500 8/1/66

C 500 8/1/66

C 300 8/4/66

C 100 8/4/66

C 100 8/4/66

C 100 8/4/66

C 500 8/2/66

C 700 8/2/66

C 2,000 8/8/66

C 500 8/9/66

C 400 8/9/66

C 100 8/9/66

C 100 8/9/66

C [illegible],000 8/9/66

C 100 8/10/66

C 200 8/11/66

C 2,500 8/11/66

C 200 8/1[illegible]/66

C 11,000 8/1[illegible]/66

C 500 8/1[illegible]/66

A 273 6

The Chase Manhattan Bank, N.A.
New York, New York

C 500 8/16/66
C 200 8/17/66
C 500 8/17/66
C 2,600 8/24/66
C 200 8/25/66
C 100 4/12/66
C 1,100 4/13/66
C 200 4/13/66
C 2,000 4/14/66
C 2,000 4/15/66
C 3,000 4/15/66
C 4,600 4/18/66
C 2,000 4/19/66
C 500 4/19/66
C 100 4/21/66
C 400 4/26/66
C 1,000 4/27/66
C [illegible] 5/2/66

C 1,000 7/[illegible]/66
C 2,000 5/[illegible]/66
C 100 5/5/66
C 400 5/5/66
C 300 5/10/66
C 10,000 5/11/66
C 5,000 5/12/66
C 2,300 5/12/66
C 500 5/23/66
C 100 5/24/66
C 800 5/31/66
C 500 6/15/66
C 500 6/2/66
C 200 6/13/66
C 200 6/8/66
C 200 7/1/66
C 100 [illegible]/66
C 1,000 8/29/66

A 274

Chemical Bank New York Trust Co.
20 Pine Street
Coupon Collection Dept.
New York, New York

C 10,000 7/14/66

C 200 7/19/66

C 200 7/19/66

C 100 7/22/66

C 3,000 7/22/66

C 300 7/25/66

C 500 7/26/66

C 500 8/4/66

C 100 8/5/66

C 2,000 8/8/66

C 2,800 4/11/66

C 100 4/12/66

C 300 4/21/66

C 100 4/11/66

C 600 6/8/66

C 200 6/9/66

C 2,100 8/29/66

Salvatore D. D'Adamo 865 Carteret Avenue Union, New Jersey	C	200	5/11/66
George D'Angelo 25 Clement Street Nutley, New Jersey 07110	C	100	7/26/66
Dartmouth National Bank of Hanover Att: Mrs. Shirley C. Clogston Box 750 Hanover, New Hampshire	C	500	5/31/66
Albert J. Dauterman 40 Mona Drive, Buffalo 26, New York	C	100	5/10/66
Charles Davis c/o Hanrahan & Co., Inc. 332 Main Street Worcester, Massachusetts	C	1,900	5/11/66
Davidson-Vink-Sadler Inc. Beacon Building Wichita, Kansas 6720 0	C	100	4/12/66
Norman M. Dean c/o Bosworth, Sullivan & Co., Inc. 660 17th Street Denver, Colorado	C	500	5/10/66
Dean Witter & Co.	C	900	4/27/66
	C	100	4/7/66
	C	300	6/2/67
Charles L. Decker 3808 North 11th Street Tacoma, Washington	C	300	6/27/66
Delafield & Delafield	C	500	5/24/66
	C	200	5/27/66
	C	200	7/11/66
William J. Delo and Frances B. Delo 516 Glen Oak Road Venice, Florida	C	400	7/16/66
Mrs. Evelyn Devlin 50 Guernsey Street Roslindale, West Roxbury, Mass.	C	100	4/26/66
Margaret DeWeerd and Marion DeWeerd 420 S. Main Street Wayland, Michigan	C	600	8/24/66
Hans Dieneman 540 W. Brompton Avenue Chicago, Illinois	C	200	5/27/66
Chester C. Dodge 24 Alban Road Waban, Massachusetts 02168	C	100	5/11/66
Dominick & Dominick, Inc. 14 Wall Street New York, New York	C	300	6/14/66
	C	10,000	4/5/66
	C	100	4/15/66
	C	100	3/1/66
Drexel Harriman Ripley Inc. New York, New York	C	20,000	4/5/66
Dreyfus & Co.	C	300	6/5/66
Robert A. Duff 112 S. Foothills Road Medford, Oregon	C	300	
Frances I. duPont & Co.	C	[illegible]	[illegible] 10/66
	C	2,700	[illegible]
	C	[illegible]	[illegible]
	C	100	[illegible] 21 [illegible]
Alex B. Dziedzic and Sally C. Dziedzic c/o The Milwaukee Co. 207 E. Michigan St. Milwaukee, Wisconsin 53202	C	500	[illegible]/29/66

A.G. Edwards & Son. 409 N. 8th St. St. Louis, Mo. 63101 Att: Mr. Hartman	C	300	4/19/66
	C	500	4/19/66
	C	100	8/22/66
	C	500	4/29/66
Ellis, Holyoke & Company 144 No. 13th Street Lincoln, Nebraska 68508	C	1800	6/24/66
Talmage F. Elwell 5023 Second Ave. N.W. Seattle, Washington 98107	C	100	6/28/66
Empire Trust Co.	C	200	7/22/66
Estabrook & Co.	C	400	6/7/66
Eva Easterwood Independent-Executrix under the will of W. E. Easterwood, Jr. c/o W. Larimore Gibbard Kirby Bldg. Dallas, Texas	C	2000	6/10/66
Milton Epstein 7416 Scrandon Chicago, Ill.	C	1000	5/11/66
Alice E. Estrich 4567 Olentangy Blvd. Columbus 14, Ohio	C	5500	5/9/66
Evans & Co. Incorporated	C	100	7/18/66

Sidney Factor c/o E.R. Davenport & Co. Inc. 15 Westminster St. Providence, Rhode Island	C	200	5/11/66
Fahnestock & Co. 110 Wall St. New York, N.Y.	C	1200	5/12/66
	C	300	8/5/66
	C	10,000	7/25/66
Fairman & Co. 210 West 7th Street Los Angeles, California	C	500	8/2/66
Wellman Farley P.O. Box 685 Tiburon, California	C	500	5/11/66
The Farmers & Merchants National Bank Matawan, New Jersey A/C R. Sadwith	C	400	4/27/66
Farmers & Mechanics National Bank Woodbury, New Jersey	C	400	8/1/66
Farmers National Bank Lititz, Penna.	C	100	7/13/66
Federal Reserve Bank of New York Coupon Division	C	100	8/4/66
Clue D. Ferguson, Jr. 4538 E. Exeter Phoeniz, Arizona 85018	C	100	4/6/66
Fidelity Leather Co. Inc. 9 Webb St. Salem, Mass.	C	1000	5/9/66
W. Carl Fields P.O. Box 29005 Michoud Br. New Orleans, La. 70129	C	200	8/8/66
First Hanover Corporation	C	500	8/17/66
The First National Bank A/C Carl O. Erickson Gardner, Massachusetts	C	500	8/12/66
First National Bank of Blue Island Blue Island, Illinois	C	300	4/26/66
First National Bank Jefferson City, Tennesse	C	300	8/16/66
The First National Bank in Golden Golden, Colorado	C	300	8/9/66
First National Bank of Meadville Meadville, Penna.	C	700	5/4/66
First National Bank of Mercer County Greenville, Penna.	C	100	6/14/66
First National City Bank	C	300	7/18/66
	C	100	7/20/66
	C	500	7/25/66
	C	100	8/11/66
	C	300	8/19/66
	C	1000	4/14/66
	C	200	4/18/66
	C	3700	5/24/66
	C	100	4/14/66
	C	400	5/4/66
	C	1100	8/24/66

First National City Bank	C	500	8/22/66
	C	100	7/22/66
	C	400	8/16/66
	C	500	8/19/66
	C	2000	8/1/66
	C	100	8/15/66
	C	500	8/17/66
First National State Bank of New Jersey	C	200	4/6/66
First National Bank & Trust Co. Last Chance Gulch & 6th Ave. Helena, Montana	C	100	4/29/66
The First National Bank of Winona Winona, Minnesota	C	100	4/12/66
First National Bank in Gouverneur Church at Grove Gouverneur N.Y. A/C ernest C. Hunkins & Mrs. Lucille W. Hunkins	C	300	6/6/66
First Nebraska Securities Inc. 1001 O St. Lincoln, Nebraska 68501	C	500	5/18/66
First Western Bank P.O. Box 1067 Arcadia, California 91007	C	900	8/16/66
George F. Fisher P.O. Box 69 Holliston, Mass. 01746	C	200	5/23/66
Florida National Bank of St. Petersburg St. Petersburg, Fla.	C	200	6/7/66
Charles Forvara 98-17 Queens Blvd. Rego Park, L.I.	C	1000	4/19/66
Foster & Adams	C	300	8/17/66
Sidney Fox 1430 Siena Ave. Coral Gables, Florida	C	100	4/20/66
Francis I. Dupont & Co. 1 Wall Street New York 5, New York	C	4000	5/4/66
	C	1400	5/17/66
	C	300	8/13/66
Mrs. Adele Frand 8206 21 Ave. Brooklyn, New York	C	200	4/19/66
Bennett Frankel 270 Madison Avenue New York, New York 10016	C	600	6/14/66
Elaine Frankenthaler 52-30 39th Drive Apt. 7F Woodside, New York 11377	C	100	4/15/66
A. Franklin Faust 1288 S.E. Seventh Court Deerfield Beach, Florida 33441	C	200	6/14/66
Fred B. Franks III 3817 Spruce St. Apt. 31D Philadelphia, Pa. 19104	C	200	4/29/66
Freehling & Co. 120 S. La Salle St. Chicago, Illinois 60603	C	100	7/19/66
Chas. Friedman P.O. Box 957 Bridgeport, Conn.	C	500	4/20/66

Stanley Friedman C 300
20 Herrick Drive
Lawrence, New York 5/25/66

Frost, Read & Simons, C 1000
Inc.
21 Broad Street 6/6/66
Charleston, So. Carolina 29402
A/C Mrs. Hattie P. Carroll

Mrs. Ruth C. Fry C 2700
7600 Phillips Ave.
Chicago, Illinois 60649 5/18/66

Alfred A. Fuchs C 400
3279 North Green Bay Ave.
Milwaukee, Wisc. 53212

First National City C 800
Bank
20 Exchange Place 8/29/66
New York, New York 10005

C 100
8/29/66

C 100
8/29/66

Judith Garwin c/o Sidney L. Garwin 1501 Broadway New York, New York	C	1,400	7/21/66
William C. Geib and Mrs. Bertha J. Geib R.F.D. 1 Callicoon, New York 12723	C	400	7/28/66
Gerstley, Sunstein & Co. 211 S. Broad Street Philadelphia, Pennsylvania	C	500	4/15/66
Matthew Ginsburg 2025 Scottwood Avenue Toledo, Ohio	C	1,000	4/14/66
Robert Owen Godwin and Mrs. Marion E. Godwin as J/T 1900 East Rosewood Ave. Anaheim, California	C	100	5/3/66
Harry Goldberg 109 East Park Avenue Greenwood, Mississippi	C	300	8/18/66
Goldman, Sachs & Co. 20 Broad Street New York, New York	C	900	5/2/66
Mrs. Geraldine Gooch 32 Manlon Terrace Cheektowaga, New York 14225	C	300	8/1/66
George F. Good 265 Hilton Drive Boulder Creek, California 95006	C	200	4/25/66
Goodbody & Co.	C	500	4/20/66
	C	200	4/20/66
Anne Graf c/o Meadow Brook National Bank 79 Pine Street New York, New York	C	1,000	5/2/66
Mrs. Marie C. Green 1253 Granger Avenue Lakewood, Ohio	C	100	5/11/66
Minerva C. Groeff 8038 South TGhroop Street Chicago, Illinois	C	1,000	5/27/66
Robert R. Gros 245 Market Street San Francisco, California 94106	C	200	5/[illegible]/66
Mrs. Anne Gumbiner 2301 Kings Highway Brooklyn, New York 11229	C	1,000	5/12/66
Goodbody & Co.	C	700	8/24/66
	C	500	7/22/66

Margaret Ann Habig TRUST c/o Thomas L. Habig 1321 Dorbett Street Jasper, Indiana	C	500	6/24/66
Carl L. Haderer c/o The Chase Manhattan Bank Branch # 3	C	100	7/11/66
Hallgarten & Co. 44 Wall Street New York, New York	C	500	5/5/66
Harry Harris 7 Suzanne Drive Monsey, New York	C	2,000	4/26/66
Mark L. Harris 1715 Ivywood Drive Ann Arbor, Michigan	C	300	5/11/66
Harris, Upham & Co., Inc.	C	100	4/13/66
	C	100	4/12/66
	C	500	4/28/66
	C	100	6/28/66
William C. Hastings C/O National Securities Corp. 809 Skinner Building Seattle, Washington 98101	C	100	4/29/66
Arthur A. Hayden 15333 Sorrento Detroit, Michigan 48227	C	2,800	7/18/66
Hayden, Stone Inc. 25 Broad Street New York, New York10004	C	100	7/1/66
Miss Julia Hecklinger 907 EastLocust Street Davenport, Iowa 52803	C	400	5/11/66
John E. Hefferman 18 Piedmont Street Salem, Massachusetts	C	600	6/16/66
Emanuel H. Heimann c/o Continental Illinois National Bank and Trust Co. of Chicago 231 South LaSalle Street Chicago, Illinois 60690 Att: Special Service Division	C	100	5/11/66
Mrs. June M. Heller Route 3 Box 105 Coldwater, Michigan 49036	C	[illegible]	
Ethel A. Hembdt Route 1 Box 23 Hanover Street Yorktown Heights, New York	C	200	8/1[illegible]/66
Mildred M. Hembdt Route 1 Box 23 Hanover Street Yorktown Heights, New York	C	200	8/10/66
H. Hentz & Co. 72 Wall Street New York 5, New York	C	200	5/2/66
	C	500	7/12/66
Herron Northwest Inc. IBM Building Seattle, Washington 98101	C	400	8/[illegible]/66
Hertz, Neumark & Warner	C	100	4/1[illegible]/66
Herzfeld & Stern 30 Broad Street New York, New York	C	200	4/2[illegible]/66
	C	200	4/21/66
F. Raymond Hedges 1704 Philadelphia National Bank Building Philadelphia, Pennsylvania	C	2,000	5/21/66
Hirsch & Co.	C	100	5/[illegible]/66
Allen K. Holding 115 East 92nd Street New York, New York 10028	C	2,000	4/2[illegible]/66
Carl H. Hollibaugh	C	2,100	5/25/66

Hornblower & Weeks-Hemphill, Noyes 8 Hanover Street New York 4, New York	C	100	5/11/66
	C	400	5/27/66
	C	200	4/8/66
	C	100	4/29/66
	C	100	6/30/66
J. Douglas Houston 10 Franklin Avenue Pompton Plains, New Jersey 07446	C	300	4/20/66
Mrs. Berdena W. Hughes 3428 Pacifi Way Longview, Washington 98623	C	100	5/4/66
Morris H. Hurwitz 60 Hamlin Drive West Hartford, Connecticut	C	100	8/16/66
E.F. Hutton & Co. Sixty One Broadway New York 6, New York	C	6,900	4/26/66
	C	500	6/20/66
	C	1,200	4/13/66
	C	200	4/15/66
	C	900	4/19/66
	C	1,000	4/28/66
	C	600	4/19/66
	C	300	6/27/66
W.E. Hutton & Co. 14 Wall Street New York, New York	C	1,000	5/4/66
	C	1,000	4/6/66
	C	300	7/12/66
James V. Henry 6037 Hector Road McLean, Virginia	C	100	5/25/66

Illinois State Bank of Quincy Att: Trust Department Quincy, Illinois	C	200	8/12/66
Irving Trust Company 1 Wall Street New York, New York	C	5,000	8/11/66
	C	1,000	8/11/66
	C	200	6/9/66
Irwin L. Isert 107 Sherry Drive Yorktown Heights, New York	C	200	4/29/66
Irving Trust Company 1 Wall Street New York, New York	C	300	8/24/66
	C	200	8/24/66

Roy C. Jacobs 714 S. Route 59 P.O. Lakevilla, Illinois 60046	C	200	6/14/66
Thekla Jaffe c/o The Chase Manhattan Bank Dyckman St. at Sherman Ave. New York, New York	C	200	6/10/66
Josephine Y. Johnson 2052 No. Lincoln Park, West Chicago, Illinois 60614	C	100	5/19/66
Kenneth Johnston 3017 No. Marietta Avenue Milwaukee, Wisconsin 53211	C	1,000	5/11/66
Johnston Lemon & Co. Southern Building Washington, D.C. 20005	C	300	8/16/66
Edgar M. Jamison, Jr. 26 Birch Brook Road Bronxville, New York 10708	C	300	5/9/66
William J. Jones 113 Mulberry S. Plantsville, Connecticut	C	100	4/19/66

Anna Kain 9520 East Broadview Drive Miami Beach, Florida	C	1,400	5/2/66
Raymond F. Kelly St. Thomas, North Dakota	C	200	7/26/66
Morton L. Kempler and Edward Kempler 21-16 44th Road Long Island City, New York 11101	C	1,400	5/4/66
Eugene J. Kerkhof and Louise K. Kerkhof 4913 Wallace Avenue Monona, Wisconsin 53716	C	100	5/11/66
Kidder Peabody & Co., Inc. 123 South Broad Street Philadelphia, Pennsylvania 19109	C	300	8/10/66
	C	300	8/10/66
Lester V. Kinsman 733 West Fern Drive Fullerton, California 92632	C	1,000	6/10/66
Eugene R. Kirkpatrick 100 Long Beach Boulevard Long Beach, California 90802	C	100	7/19/66
Elizabeth E. Kleckner	C	300	4/13/66
Joseph C. Kmiec 1547 60th Court Cicero, Illinois	C	200	5/11/66
Edmund P. Kotowski c/o Bank of the Commonwealth Detroit, Michigan Att: Collection Dept.	C	200	5/26/66
Mrs. Pearl Krauss 25 Knolls Crescent Bronx, N.Y. 10463	C	400	5/13/66
Roy W. Kroeger and Mrs. Ruth M. Krueger Neche, North Dakota	C	1,000	7/26/66
John T. Kugler 4804 Madale Avenue Los Angeles, California 90043	C	400	8/12/66
Chester [illegible]. Kuplinski and Mary Kuplinski 1401 [illegible] Street Avoca, Pennsylvania	C	100	[illegible]/11/66

Yvette L. Lacey 223 52nd Terrace West Bradenton, Florida 33505	C	200	4/20/66
Harry Lasser 6539 Commodore Sloat Drive Los Angeles, California	C	200	5/2/66
Daniel H. Latus Peoples Trust City Bank 540 Penn Street Reading, Pennsylvania Att: P.R. Baer	C	7,100	6/6/66
Leslie G. LeBlanc 5814 Louisiana Street Berkeley Manor Camp Lejeune, North Carolina	C	100	5/26/66
Nathan Leeds c/o Rodkin & Blum Suite 518 Wilshire Triangle Center 9777 Wilshire Boulevard Beverly Hills, California 90212	C	1,000	6/6/66
Carl Lehman 23490 Letchworth Road, Beachwood Cleveland, Ohio	C	500	4/15/66
Ernest Lehman 23490 Letchwood Road, Beachwood Cleveland, Ohio	C	500	4/14/66
Otto Lehman 23490 Letchworth Road, Cleveland, Ohio 44122	C	300	5/11/66
Samuel Leitner 11 Avenue D Brooklyn, New York	C	100	8/19/66
Samuel Lemler 1655 Flatbush Ave. Brooklyn, New York 11210	C	800	5/9/66
Robert Lemlich Apt. 22B 77 Sullivan Place Brooklyn 25, New York	C	100	8/18/66
Lester Ryons & Co. 623 S. Hope Street Los Angeles, California 90017		300	8/2/66
Mrs. Lillian Loosen 6630 S. Western Avenue Chicago, Illinois 60636	C	300	8/25/66
Leo Levene 17 Lakeside Drive New Rochelle, New York	C	100	7/26/66
Joseph E. Lever c/o Varnedoe Chisholm & Co., Inc. P.O. Box 203 Savannah, Georgia	C	200	7/1/66
Mrs. Anita Lewis Southfield, Michigan	C	200	4/20/66
L.F. Rothschild & Co.	C	900	8/11/66
George Liberman 56[illegible] Jefferson Avenue Brooklyn, New York 11221	C	600	7/5/66
Theodore Lidman P.O. Box 105 South Station Fall River, Massachusetts	C	200	6/7/66
Mrs. Carol Michon Little 18237 8th Avenue, S.W. Seattle, Washington 98166	C	200	5/11/66
John Lloyd Jr. 1421 Atlantic Avenue Atlantic City, New Jersey 08401	C	300	6/21/66
John [illegible]. Lobdell c/o The Connecticut National Bank Bridgeport, Connecticut	C	1,000	5/11/66
Carl M. Loeb, Rhoades & Co.	C	2,000	5/13/66
	C	300	4/15/66
	C	1,000	6/16/66
Peter A. Lokken c/o Trust Dept. Northwestern National Bank Minneapolis, Minnesota 55440	C	200	4/19/66
Gilbert C. Loomer Alexandria, South Dakota	C	1,000	6/6/66
Lutheran Homes Muscatine, Iowa 52761 Attn: L.A. Stumme	C	1,000	8/16/66

Mabon Nugent & Co.	C	700	4/7/66
Glenn E. Macbeth 87 Country Club Road Avon, Conn.	C	1000	8/11/66
MacNaughton-Greenwalt & Co. 106 Michigan Trust Bldg. Grand Rapids, Michigan 49502	C	100	5/22/66
Gene I. Maeroff 3506 Shannon Road Cleveland Heights 18, Ohio	C	100	6/16/66
Stanley H. Macht MD Washington County Hospital Assn Kind & Antietam Sts. Hagerstown, Maryland	C	500	5/19/66
Geraldine M. Martin 12546 Corliss Ave. N. Seattle, Wash 98133	C	200	7/19/66
John H. Martin 166 North Union Ave. Salem, Ohio 44460	C	100	6/21/66
Mrs. Marie Marden 15 Central Park West New York 10023 Apt. 802	C	100	5/18/66
Lucille Hull Marshall 7502 Meadow Lane Chevy Chase, Maryland	C	200	4/18/66
Mason Brothers 1130 First Western Building Oakland 10, California	C	500	6/15/66
A.E. Masten & Co. First National Bank Bldg. Pittsburgh, Penna 15222	C	200	7/15/66
Mrs. Carrie Boggs May & Herbert D. May as J/T 9214 Columbia Road Silver Spring, Maryland 20910	C	500	5/11/66
Estelle Mayer 1655 Flatbush Avenue Apt. B1606. Brooklyn, New York	C	100	5/24/66

The Marine Midland Trust Company of Rockland County 17 South Broadway Nyack, New York 10960	C	4000	4/15/66
Marine Midland Grace Trust Company	C	1000	8/1/66
Manufacturers Hanover Trust Company Coupon & Securities Collec. New York City	C	1800	7/14/66
	C	100	8/10/66
	C	200	7/29/66
	C	1000	7/11/66
	C	200	8/17/66
	C	100	8/19/66
	C	1000	8/22/66
	C	100	8/18/66
	C	1000	8/8/66
	C	2000	8/16/66
	C	300	7/25/66
	C	700	7/18/66
	C	1200	7/25/66
	C	200	7/28/66
	C	200	
	C	1100	7/21/66
	C	1000	6/29/66
	C	1,000	

Manufacturers Hanover Trust Company	C	100	7/1/66
	C	1000	4/8/66
	C	100	7/22/66
Mrs. Edna McDavit 1416 Algeria Ave. Coral Gables, Florida	C	200	4/6/66
McDonnell & Co. Inc.	C	1000	4/18/66
McDowell National Bank East State St. at Chestnut Ave. Sharon, Penna. Att: Trust Dept.	C	200	7/26/66
Miss Christine McGuinn 285 Ave. C N.Y.C. 10009	C	200	4/19/66
Mrs. Hazel E. McKain	C	100	1/30/68
McKelvy & Co. 1146 Union Trust Bldg. Pittsburgh, Penna. 15219	C	200	8/10/66
Edith McMoffitt 2118 Glenwood Rd. Brooklyn, N.Y. 10	C	100	7/20/66
Meadow Brook National Bank	C	200	8/9/66
	C	1000	
	C	200	4/28/66
The Mechanicks National Bank of Concord Concord, New Hampshire	C	100	7/27/66
Stanley A. Meisel c/o The National City Bank of Cleveland Cleveland, Ohio 44101 Att: Collateral Dept. Loan	C	500	5/11/66
The Merchants National Bank of Terre Haute Terre, Haute, Indiana	C	400	6/7/66

Merrill Lynch, Pierce, Fenner & Smith, Inc.	C	1000	8/1/66
	C	1000	8/5/66
	C	300	8/5/66
	C	2000	8/4/66
	C	500	7/11/66
	C	100	8/24/66
	C	400	8/18/66
	C	600	7/20/66
	C	1000	7/28/66
	C	600	7/21/66
	C	3000	6/24/66
	C	200	8/12/66
	C	5000	8/10/66
	C	100	4/25/66
	C	1300	4/22/66
	C	200	4/6/66
	C	1000	5/12/66
	C	5000	5/9/66
	C	3000	6/8/66
	C	200	4/13/66

Merrill, Lynch, Pierce, Fenner & Smith, Inc.	C	200	4/1/66
	C	400	4/15/66
	C	100	4/12/66
	C	500	4/12/66
	C	2300	4/11/66
	C	900	4/11/66
	C	100	6/2/66
	C	1000	4/28/66
	C	1000	6/3/66
	C	1000	6/3/66
	C	300	4/27/66
	C	100	5/18/66
	C	100	6/3/66
	C	1900	4/15/66
	C	200	5/20/66
	C	4000	5/16/66
	C	100	5/20/66
Mesiron & Company P.O. Box 4432 Chicago, Illinois 60680	C	1700	4/14/66

Metals Bank & Trust Company Attn: Investment Dept. Butte, Montana	C	500	8/4/66
Milton Miller c/o A.G. Becker & Co. Inc. 120 So. La Salle Str.	C	200	5/13/66
Marc V. Moffitt 1001 Wilder Ave. Honolulu, Hawaii	C	100	4/27/66
Montclair National Bank & Trust Company Dept. of Estates & Trusts 544 Bloomfield Ave. Montclair, New Jersey 07042	C	100	5/24/66
Moore, Leonard & Lynch Inc. Union Trust Bldg. Pittsburgh, Pa. 15219	C	500	5/19/66
Morgan Guaranty Trust Company of New York	C	1500	4/6/66
	C	1900	6/9/66
	C	200	5/26/66
	C	200	5/11/66
	C	300	4/18/66
	C	300	6/17/66
	C	200	4/25/66
	C	100	4/20/66
	C	600	5/17/66
	C	500	4/14/66
	C	200	5/16/66
	C	200	8/25/66
	C	200	

Morgan Guaranty Trust Company of New York Coupon Collection	C	800	7/15/66
	C	1000	6/30/66
	C	200	7/18/67
	C	100	8/2/66
	C	200	8/9/66
	C	900	8/1/66
	C	700	8/4/66
	C	600	8/18/66
	C	100	7/19/66
	C	1000	7/25/66
	C	3000	8/17/66
	C	500	7/27/66
	C	100	5/20/66
Fred B. Morris Greenough, Montana	C	100	4/20/66
F. S. Moseley & Co. Congress St. Boston, Mass. 02102	C	200	4/6/66
Solomon Moshell 64-11 99th St. Forest Hills, N.Y.	C	100	5/2/66
Garabed N. Moushegian Sun Bldg. Lowell, Mass.	C	2800	4/14/66
R.A. Mueller c/o National Bank of Washington P.O. Box 7027 Tacoma, Washington	C	500	7/26/66
Mrs. Alma Muhr 43-07 Ditmar Blvd. Long Island City, N.Y. 11105	C	200	7/22/66
Patrick Mulgahy 6318 So. Keating Avenue Chicago, Illinois 60629	C	100	7/5/66
Murray and Murray Sandusky, Ohio	C	500	4/12/66
Belle Myers 606 N. Main St. Archbald, Penna.	C	100	8/1/66
Morgan Guaranty Trust Company of New York	C	300	8/29/66

Kenneth C. Naegele P.O. Box 728 Grasa Valley, California	C	200	5/11/66
Vincent Napoliello 26 Crossgate Road Jersey City, New Jersey 07305	C	100	8/16/66
National Bank of Commerce of Seattle Central Branch Seattle, Washington	C	500	8/16/66
The National Bank of Seattle Kirkland Branch Kirkland, Washington	C	200	4/15/66
National Newark & Essex Bank 14 S. Orange Ave. S. Orange, New Jersey	C	100	8/3/66
The National Union Bank of Monticello Monticello, New York	C	500	8/17/66
National Valley Bank & Trust Company P.O. Box 459 Chambersburg, Penna. 17201 Att: Trust Dept.	C	400	8/18/66
Mrs. Leonore H. Neall 25 Nassau Road Larchmont, New York 10538	C	100	7/7/66
Newburger, Loeb & Co.	C	400	4/26/66
Northwest Pennsylvania Bank & Trust Co. Meadville, Penna A/C Elsei Zickefoose	C	100	5/10/66
James Nozzolo 191 Nashua Road No. Billerica, Mass.	C	400	5/27/66
The National Bank of Commerce in Seattle Central Branch Seattle, Washington	C	500	8/3/66

Mary C. Oakley 1314 Plimpton Ave. Bronx, New York 10452	C	200	7/20/66
Orange County Trust Company Middletown, New York	C	6000	4/14/66
Mrs. Beatrice B. Owens 115 East 89th St. New York 10028	C	500	4/28/66

Frank Padula c/o Melody Investment Fund 3800 W. Grand Ave. Chicago, 51 Illinois	C	100	4/22/66
Paine, Webber, Jackson & Curtis	C	400	6/10/66
	C	500	6/13/66
	C	300	4/26/66
	C	100	4/26/66
	C	300	6/15/66
	C	100	4/29/66
	C	500	8/24/66
	C	1000	8/17/66
	C	100	5/11/66
Mildred A. Parker 1101 N.E. 24th Court Pompano Beach, Florida 33064	C	200	8/5/66
Paine Webber Jackson & Curtis	C	200	8/12/66
The Pennsylvania Bank & Trust Co. Trust Dept. Titusville, Pennsylvania 16354	C	800	7/26/66
Peoples Trust Co. of Bergen County 210 Main St. Hackensack, New Jersey	C	200	8/19/66
Peoples National Bank of Washington Tacoma, Washington Att: Pacific Ave. Branch	C	200	8/24/66
Peoples Trust City Bank Trust Dept. Reading, Penna. 19603	C	600	8/4/66
Mrs. Mae Perlmutter 305 Linden Boulevard Brooklyn 20, New York	C	100	4/29/66
Carl H. Pforzheimer & Co.	C	500	5/3/66
Robert Philipson & Co. 588 Seventeenth Street N.W. Washington, D.C. 20006	C	500	6/6/66
Mario Pisani 7604 14th Ave. Brooklyn, New York	C	300	7/21/66
Piper, Jaffray & Hopwood 115 South 7th St. Minn. Minn. Att: B. Johnson	C	300	6/13/66
Mrs. Selma Plocki 522 West End Ave. Apt. 6B NYC 10024	C	1000	7/25/66
Plymouth -Home National Bank Brockton, Mass.	C	1000	4/28/66
George Y. Pocock 3608 43rd Avenue. N.E. Seattle, Wash.	C	4000	5/27/66
Prescott & Co. 900 National City Bank Bldg. Cleveland, Ohio 44114	C	200	5/24/66
John W. Pullen 3129 Monterby St. San Mateo, Calif.	C	200	7/26/66
Robert Lee Pulliam III c/o Rippey, Inskeep, Hees & McFaul Suite 409, American Bank Bldg. Portland, Oregon 97205	C	100	6/27/66
Purcell, Graham & Co.	C	200	6/5/66
Putnam, Coffin & Burr 6 Central Row Hartford, Conn. 06103	C	600	4/6/66
	C	300	8/1/66

Rauscher Pierce Securities, Corp 1200 Mercantile Dallas Building Dallas Texas 75201	C	500	4/8/66
Fred G. Regensteiner and Mrs. Gertrude H. Regensteiner 71 Medway Street Providence, Rhode Island 02906	C	200	5/2/66
Alfred Rego P.O. Box 8099 S.W. Station Washington, D.C. 20024	C	200	6/14/66
Reich & Co., Inc.	C	1,000	
John F. Reyer 310 Dollar Title & Trust Building Sharon, Pennsylvania	C	100	6/9/66
Reynolds & Co.	C	100	4/01/66
	C	1,000	8/18/66
	C	1,000	4/8/66
	C	700	8/22/66
	C	200	5/18/66
	C	300	4/6/66
	C	300	7/21/66
Mrs. Romayne L. Reynolds or Leonard W. Reynolds Sr. 509 Highlands Ave. Clarks Summit, Pennsylvania	C	1,000	4/22/66
F.P. Ristine & Company	C	1,000	4/14/66
	C	2,800	6/6/66
J. Howard Robinson 846 Maple Avenue Grofton, West Virginia	C	100	6/14/66
The Robinson-Humphrey Co., Inc. 1214 1st Ave. Columbus, Georgia 31901	C	100	[illegible]
Frank J. Rohrbacher 1930 S. Carpenter St. Chicago, Illinois 60608	C	200	7/21/66
Philip Rosenberg 252 Rochester Avenue Brooklyn, New York	C	4,000	8/1[illegible]/66
Samuel Rosenthal 630 Fort Washing Avenue New York	C	200	4/1[illegible]/66
L.F. Rothschild & Co.	C	1,000	5/24/66
The Royal Bank of Canada New York Agency	C	600	8/11/66
Mrs. May Rudin 94[illegible] Fifth Avenue New York, New York 10021	C	1,400	6/1[illegible]/66
Bernard Ruttenberg 2107 Castle Heights Avenue Los Angeles, California	C	900	4/19/66

Hubert B. Sallee and C 1,000
Mabel P. Sallee
956 Dayton Street 5/11/66
Edmonds, Washington 98020

Charles O. Samek, Jr. C 100
27 Ridge Road
Cresskill, New Jersey 4/66

Sartorius & Co. C 100
4/20/66

Mrs. Sylvia Schaefer C 900
45 Linden Boulevard, Apt. 2-F
Brooklyn, New York 11226 4/14/66

Ira Schneider C 100
1192 6th Avenue
New York, New York 7/12/66

Scheinman, Hochstin & Trotta C 300
8/18/66

The Schenectady Savings Bank C 200
Schenectady, New York
Att: W.M. Campbell 7/27/66

Elizabeth Scheuer C 200
29 Lafayette Drive
Port Chester, New York 8/10/66

Moses B. Schilling and C 100
Mrs. Schilling
749 Scotland Road 8/9/66
Orange, New Jersey 07050

Joseph Schlagman C 500
1170 Ocean Avenue - Apt 5-M
Brooklyn, New York 4/29/66

Philip J. Schneider C 500
Warte Schindel Bayless & Schneider
1318 Central Trust Tower 5/26/66
Cincinnati, Ohio 45202

Jacob W. Schroeder, TTEE U/W/O C 1,400
William A. Schroeder
1315 Kansas Avenue 5/11/66
McKeesport, Pennsylvania 16206

Henry Schroeder C 200
35-33 87th Street
Jackson Heights, New York 6/17/66

Clara Schulsinger C 1,000
323 Wellington Road
Buffalo, New York 14216 6/21/66

Schwabacher & Co. C 500
100 Montgomery Street
San Francisco, California 7/21/66
Att: V. Damiani

Schweickart & Co. C 5,000
5/1[illegible]/66

Security First National Bank C 100
Burien Branch
Seattle, Washington 4/27/66

Security National Bank of C 400
Nevada
180 W 1st Street 5/1[illegible]/66
Reno, Nevada

Verner A. Senger C 100
5316 George Street
Skokie, Illinois 60076 5/27/66

Jeanette Sered C 3,000
c/o The Illinois Company
135 S. LaSalle Street 6/20/66
Chicago, Illinois 10603

Francis H. Shadel C 100
1607 Davison
Richland, Washington 99352 5/18/66

William G. Sinn C 200
16715 Shaftsbury Road
Detroit, Michigan 48219 6/6/66

Mrs. Marion Shry C 100
444 S. Greenlawn
South Bend, Indiana 4/2[illegible]/66

Mrs. A. Siegel C 100
84-49 168th Street
Jamaica, New York 11432 5/2[illegible]

Mrs. Marie Louise Signorino C 100
6 Briarfield Road
Barrington, Rhode Island 6/15/66

Mr. Clyde Skeen, President C [illegible],400
Ling-Temco-Vought Inc.
P.O. Box 5003 5/26/66
Dallas Texas 75222

Mrs. Ruth Smadbeck C 1,400
52 Vanderbilt Avenue
New York, New York 5/12/66

Smith Barney & Co., Inc.	C	1,000	4/15/66
	C	5,000	5/23/66
Ernest F. Smith and Norma G. Smith c/o Barret Fitch North & Co., Inc. 111 West 10th Street Kansas City, Missouri	C	1,400	5/11/66
Spencer Trask & Co. 60 Broad Street New York, New York 10004	C	500	4/13/66
William H. Spencer 1095 Farmington Avenue West Hartford, Connecticut	C	2,000	7/26/66
Jack Sperling 2670 N. Berverly Glen Blouvard Los Angeles, California 90024	C	700	5/27/66
Miss Josephine M. Sponsel c/o Burns National Bank P.O. Box 1810 Durango, Colorado 81302	C	100	4/18/66
Stein Bros & Boyce Inc. Starks Boulding Louisville 2, Kentucky	C	300	6/13/66
	C	200	7/26/66
Mrs. Dora Stern 4501 Connecticut Ave. N.W. Apt. 413 Washington, D.C. 20008	C	500	4/20/66
Stone & Webster Securities Corp. 225 Franklin Street Boston, Massachusetts	C	1,100	5/27/66
Morris Stonzek 194 West Shore Drive - Massapequa Long Island, New York	C	500	6/2/66
Bernard J. Sullivan, Exec. U/W/O William A. Hughes c/o Bieder & Co. 5401 Central Avenue Petersburg, Florida	C	1,000	8/5/66
Sutro & Co.	C	3,600	8/23/66
Mrs. Marian Szalontai 310 Vernon Street Rockville, Connecticut	C	200	7/6/66
Mrs. Jean Schatz 14 -9th Street Fairview, New Jersey	C	500	8/26/66

Thompson & McKinnon	C	1000	6/24/66
Jackson W. Thro 21 Madison St. Hamilton, New York 13346	C	1000	8/16/66
John D. Tocco, Sr. c/o Marine Midland Trust Co. of Southern N.Y.	C	500	6/6/66
Townsend, Dabney & Tyson 10 Post Office Square Boston, Mass. 02105 A/C Frank W. Kibbe	C	100	6/6/66
Frank B. Treat P.O. Box 552 Minden, Louisiana	C	2800	4/25/66
Frank Trinkoff c/o Shearman 506 Hutmer Rd. Mirian, Pennsylvania	C	1000	5/11/66

A 298

Mrs. Gertrude H. Ulmer 3019 Wellbrooke Road Louisville, Kentucky 40205	C	100	5/11/66
Union Bank 9460 Wilshire Blvd. Beverly Hills, Calif.	C	500	7/12/66
United States National Bank Johnstown, Penna.	C	900	8/18/66
United States National Bank Johnstown, Penna.	C	1700	6/16/66
United States National Bank of Oregon Citizens Branch Portland, Oregon	C	7200	5/18/66
United States National Bank Orange Empire Office 34-372 Anaheim, California	C	5000	4/26/66
Union National Bank of Pittsburgh Security Banking Dept. P.O. Box 837 Pittsburgh, Pa. 15230	C	100	5/18/66

A 299

Van Alstyne Noel & Co.	C	3500 4/6/66
Vercoe & Co. Huntington Bank Building Columbus 16, Ohio	C	100 7/25/66
Mrs. Mary Riley Vetter 2703 2nd Private Road Flossmoor, Illinois	C	100 5/11/66

Randall M. Wagner 4737 Marlborough Drive San Diego, California 92116	C	200	5/10/66
Edwin J. Wallace 1543 St. Nichols Avenue New York, New York 10040	C	100	6/16/66
Walston & Co.	C	600	5/19/66
	C	900	4/26/66
	C	100	6/15/66
Hugh Ward 9031 Whitney Avenue Elmhurst, N.Y. 11373	C	600	5/4/66
Joseph D. Ward & Helen R. Ward as J/T 2129 S. Parkwood Lane Wichita, Kansas 67218	C	100	4/22/66
Mary Waterhouse 108 Orange Lane Oak Ridge, Tennesse 38730	C	100	8/18/66
Mrs. Bervia Watson 1630 N. Glen Oak Peoria, Illinois	C	200	5/25/66
T.L. Watson & Co.	C	100	6/14/66
	C	100	6/27/66
R.C. Watts, Jr. c/o Trust Department First Merchants National Bank P.O. Box 600 Lynchburg, Virginia	C	500	5/24/66
Wayne Hummer & Co. 105 W. Adams Chicago, Illinois 60690	C	1400	4/19/66
John Joseph Webster 64 Wilmot Rd. Scarsdale, N.Y. 10583	C	100	5/11/66
Russell A. Weidenbacker P.O. Box 153 Haverford, Penna.	C	100	6/22/66
T. Elliot Weier & Katherine S. Weier as J/T 631 Oak Avenue Davis, California	C	500	4/14/66
Mrs. Cevily Weingarten 709 West 169 Street New York, N.Y. 10032	C	200	5/27/66
Weis, Vaisin, Cannon Inc.	C	500	8/18/66
Wells Fargo Bank West Portal 078 San Francisco, California	C	200	8/9/66
Florence M. White	C	400	5/1/68
White Weld & Co.	C	500	5/19/66
	C	1000	5/20/66
Alden H. Whitney 3125 Charlyne Drive Grimsdale Hendersonville, North Carolina 28739	C	200	6/17/66
Paul E. Williams 1560 Truman Ave. Los Altos, California	C	200	5/11/66
Wilmington Trust Company Wilmington, Delaware	C	100	8/5/66
Paul E. Wilson 1724 Memorial Drive Clarksville, Tenn.	C	2000	5/10/66
Mrs. Rose Winrow 40-25 Hampton St. Elmhurst, N.Y.	C	1000	5/2/66
William G. Winters 4515 California Ave. S.W. Seattle, Washington 9811	C	100	4/28/66

Dean Witter & Co.	C	100	4/8/66
Donald E. Woerner 420 Rugby Avenue Rochester, New York 14619	C	1800	8/23/66
	C	200	8/23/66
Harold W. Wolk Box 43 West Farms Station Bronx, N.Y. 10460	C	100	4/20/66
Ruth Wurgaft 226 Lincoln Ave. Newark, New Jersey	C	100	7/28/66
Thomas P. Wynkoop 510 E. 23rd Str. New York, New York 10010	C	400	4/29/66
Albert Wynn 346 North Village Ave. Rockville Center L.I.N.Y.	C	100	5/12/66
Wyoming National Bank of Wilkes-Barre 117 W. Main St. Plymouth, Penna.	C	100	8/19/66

A 302

Mrs. Elizabeth R. Young 1410 Central St. Evanston, Illinois 60201	C	2000 5/11/66
Tom Youngman 113 East Fifth Street Clifton, New Jersey	C	300 5/27/66

Sanuel Z. Zweig
20-30 Elk Drive
Far Rockaway, New York

2 105

4/27/56

A 303

Exhibit B

Mrs. Pauline R. Backs C 100
116 Olympic
Bremerton, Washington 98310

Alfred J. Bauix C * 100
480 Darrell Road
Hillsborough, California 94010

Mrs. Isabelle B. Bennett C 100
Route 2, Box 177-C
Laurel, Delaware

Mr. Samuel C. Buckhalter C * 100
19 Pine Tree Drive
Stamford, Connecticut

James P. Carroll, M.D.
21 George Road
Franklin, Massachusetts 02038

Mrs. William C. Chadeayne C 100
642 West Lake Road
Hammondsport, New York 14840

The Chase Manhattan Bank C * 3,000
Coupon Collection Dept.
1 New York Plaza - 4th Floor
New York, New York 10015
Att: Ms. Ruth Fink, Supervisor

Chemical Bank C * 500
55 Water Street
New York, New York

Ms. Yutta L. Consentino C * 100
1259-35th Avenue
San Francisco, California 94122

Mr. Vernon Crudge C 300
620 Fifth Avenue
New York, New York 10020

Kurt Darr, J.D., Sc. D.
7423 Hallcrest Drive
McLean, Virginia 22101

Mr. John D. DeFeo C 100
Apartment No. 2804
400 East Randolph Street
Chicago, Illinois 60601

Mr. Robert Delson C 4,000
Delson & Gordon
230 Park Avenue
New York, New York 10017

Francis I. duPont & Co. C * 200
2 Broadway
N.Y., N.Y. 10004

Denver United States National C 100
Bank
Denver U.S. Center
Denver, Colorado 80217

Mr. James W. Dickey C * 500
223 E. Flagler Street
Miami 32, Florida

Mr. George N. Doddato C 600
1481 Nostrand Avenue
Brooklyn, N.Y; 11226

Miss Irene A. Fahey
1425 W. Fargo Avenue
Chicago, Illinois

Willkie Farr & Gallagher C 100
1 Chase Manhattan Plaza
New York, New York 10005
Att: Mr. James L. LeBlanc
A/C Estate of Isabel A. Garside

First National Bank C 100
Atlas Office
Cincinnati, Ohio
Att: Mr. [illegible] Leising
Assistant Vice President

First National Bank C * 200
of Memphis
Central Collection Dept.
Memphis, Tennessee
A/C Alexander W. Dann

First National Bank of Oregon C * 100
Grants Pass Branch
Grants Pass, Oregon
A/C S.J. Shinebaugh

First National City Bank
55 Wall Street
New York, New York 10015
Att: Securities Department

Mr. Fred H. Fox C * 100
2159 Wooster Road
Rocky River, Ohio 44116

Freedman, Borrowsky and Lorrie C [illegible],000
Lafayette Building-8th Floor
Chestnut Street at Fifth
Philadelphia, Pennsylvania 19106
Att: Mr. Marvin J. Levin
A/C S. Edward Mittler

Goodbody & Company C * 200
2 Broadway
N.Y., N.Y.

BEST COPY AVAILABLE

Miss Mary Graham
6163 N. Wolcott Avenue
Chicago, Illinois 60660

Paul B. Hansen, M.D. C * 100
Lloyd Center
Portland, Oregon 97232

Mr. Milton Hart C * 200
10 Knoll Road
Tenafly, New Jersey 07670

Mr. John G. Hieber C * 100
2932 South Buchanan Street
Arlington, Virginia 22206

Mr. Max G. Holland C 500
203 N. Wabash Avenue
Chicago, Illinois 60601

Mr. Charles B. Honikel C 100
75 State Street
Albany, New York 12207

Mrs. Cecil B. Hudson C 2,800
521 Capital National Bank Building
Houston, Texas

W.E. Hutton & Co. C * 200
P.O. Box 964
Wall Street Station
New York, New York 10005

Mr. Edward Kempler C 1,400
104-40 Queens Boulevard, Apt.12B
Forest Hills, N.Y. 11375

Mr. Jacob H. Kress 3,800
P.O. Box 14248, Univ. Station
Gainesville, Florida 32604

Mr. Albert Jos. Laun
4909 Edmondson Avenue
Baltimore, Maryland 21229

Mrs. Andrew L. Lee
405 S. Reese Place
Burbank, California 91506

Mr. Warren Lyman & Avis C. LymanC * 300
466 West Fremont Drive
Littleton, Colorado

Mr. Daniel A. MacDonald C * 1,400
61 Davis Avenue
White Plains, New York

Mr. James McConnon C 500
H. Hentz & Co., Inc.
72 Wall Street
N.Y., N.Y.

McMaster Hutchinson & Co. C * 200
150 South Wacker Dirve
Chicago, Illinois 60606
Att: Ms. Ruth Hawkins
Transfer Department

Midlantic National Bank C * 400
Trust Department
744 Broad Street
Newark, New Jersey 07101

Mr. J.R. Montgomery
Group Vice President and
Trust Officer
Midland National Bank
401 Second Avenue South
Minneapolis, Minnesota 55480

Mr. Howard W. Moore C 1,000
P.O. Box 498
Honolulu, Hawaii 96809

Mr. Charles Newbourg C * 100
4520 Avenue N
Brooklyn, New York 11234

Northwestern Bank & C * 2,000
Union Trust Co.
Collection Department
Helene, Montana 59602

Mrs. A.G. Pfizenmayer C * 100
1320 Cook Avwnue
Lakewood, Ohio 41107

Mr. E.L. Femelin C * 100
545 Via Lido Norde
Newport Beach, California 92660

Mr. Howard F. Roeding
4194 N.W. 52nd Avenue
Ft. Lauderdale, Florida 33313

Mr. John B. Schwoyer C * 200
1506-30th N.W.
Washington, D.C. 20007

Mr. James R. Sharp C [illegible]
1108 Sixteenth Street, N.W.
Washington, D.C. 20036

Mr. David Silberstein C 300
Bureau of Business Practice
24 Rope Ferry Road
Waterford, Connecticut 06[illegible]

State National Bank C * 100
Collection Department
Evanston, Illinois 60204

Mr. Joseph Tacchi C * 100
349 Fairfield Road
Fairfield, New Jersey 07007

Mr. See W. Wan
355 A Second Avenue
San Francisco, California 94118

Mr. William J. Wojtanowaki C 200
611 Cameron Road
So. Orange, New Jersey 07079

Mr. Bernard Wolfson C * 100
120-17 Jamaica Avenue
Richmond Hill, New York

Mound City Bank C * 400
Platteville, Wisconsin 53818

4

A 308

Mr. Alfred G. Aldrich
26-2 Hawthorne Drive, No.
New London, Connecticut 06320

Mr. N.J. Greteman, Vice President
American Trust & Savings Bank
Dubuque, Iowa

Mr. M.E. Sugden, President
Austin-St. Paul Mutual Insurance Company
84 South Sixth Street
Minneapolis, Minnesota 55402

A 309

Miss Ernestine Barker
609 E. Walnut
Bloomington, Illinois 61701

Miss Laura A. Barickman
223 Washington Street
Streator, Illinois

Mr. Harold Birnkrant
Arrowhead Linen Service
184 South "G"Street
San Bernardino, California

Mr. Harry A. Barnicle
1115 Water Street
Fitchburg, Massachusetts 01420

Mr. Robert V. Beck
B.J. Lerner & Company, Inc.
1300 South Mooney Blvd.
Visalia, California 93277

Henry Brill, M.D.
W. Brentwood, New York

Mrs. Helen Bryan
c/o Mrs. P.F. Roach
7076 Vista del Mar Avenue
LaJolla, California 92037

Mr. P.S. Burr
7400 Mill Run Drive
Derwood, Maryland

Mr. William J. Butler
Gersten, Butler & Gersten
234 Pearl Street
Hartford, Connecticut 06103

Bankers Trust Company
16 Wall Street
New York, New York

A 310

Mrs. W. Montgomery Campbell
Cherry Lane
Westfield, New Jersey

Miss Ruth B. Campbell
2 Reiber Building
Butler, Pennsylvania 16001

Mr.C. Richard Heena,
Assistant Vice President
The Central Trust Company
Mariemont Office
Cincinnati, Ohio 45227

Mr. Thomas B. Cave
P.O. Box 291
Harwich, Massachusetts 02645

Mr. Clarence L. Landen
Chairman of the Board
The Central National Insurance
Group of Omaha
700 South 72nd Street
Omaha, Nebraska 68114

Mrs. Leona Chambers
1135 Daytona Avenue
Holly Hill, Florida 32017

Mr. Herbert J. Cheim
501 No. D. Street
Tacoma, Washington

Chemical Bank N.Y. Trust Co.
20 Pine Street
New York, New York

Clark Dodge & Co., Inc.
61 Wall Street
New York, New York

George Clott, Esquire
O'Brien, Tartalsky & Clott
921 Bergen Avenue
Jersey City, New Jersey 07306

Mr. Robert T. Colburn
101 Hundreds Road
Wellesley Hills, Massachusetts 02181

Mrs. O.L. Clover
2549 N. 53rd Avenue
Phoenix 35, Arizona

Mrs. Clarence N. Collins
Chapel Pines
14 Arthur Avenue
Marblehead, Massachusetts 01945

Columbia National Bank
Kansas City, Missouri

Corbett, Siderius, Lonergan
& Crowley
847 Logan Building
Seattle, Washington 98101
Attention: Ray Siderius

Mr. William E. Hunter
Collateral Department
Crocker-Citizens National Bank
457 South Spring Street
Los Angeles, California

A 311

Dean Witter & Co.
2 Broadway
New York, New York 10004
Attention: Reorganization Dept.

Mr. Stanley J. Deitrick
1179 Oakmont Drive - #5
Walnut Creek, California 94595

Margaret De Weerd and Marion
De Weerd
420 S. Main Street
Wayland, Michigan

Mrs. Leonard C. Dill, Jr.
Maybrook Cottage, Penn Road
Wynnewood, Pennsylvania

Charles E. Dyer
297 Montauk Avenue
New London, Connecticut 06320

A 31-2

A.G. Edwards & Sons
61 East Robinson Avenue
Orlando, Florida
Attention: Mr. E. L. Kendrick
Account Executive

Mr. J.H. Clarke, President
Emmet County State Bank of
Michigan
Harbor Springs, Michigan

Wm. Newsome Eichorn
91 Beach Bluff Avenue
Swampscott, Massachusetts 01907

Mr. Hans Paschen
Estabrook & Co.
P.O. Box 1
15 State Street
Boston, Massachusetts 02101

Mr. Donald F. Gerald, Vice President
Fidelity National Bank of Baton Rouge
Baton Rouge 1, Louisiana

Mr. Jas. J. Finin
14 - 1/2 N. Gilbert St.
Danville, Illinois 61833

Mr. William S. Ayres, Assistant Vice President
First & Merchants National Bank
Ninth and Main Streets
Richmond, Virginia 23217

Mr. J. Henning Anderson
Assistant Vice President
The First National Bank
of Chicago
Chicago, Illinois

Mr. John Irwin, Trust Officer
The First National Bank of
Colorado Springs
Colorado Springs, Colorado

The First National Bank of
Erie
Tenth and State Office
1005 State Street
Erie 6, Pennsylvania

First Trust and Deposit Company
Syracuse, New York
Attn: Cliff Olney, Securities Dept.

Mrs. Charlotte L. Fling
47 Bouve Avenue
Brockton, Massachusetts 02401

Mr. Marvin L. Folkman
3600 N. 5th Avenue #103
Phoenix, Arizona 85013

Mr. Ray M. Foreman
Foreman, Meachum & Clapper
704 - 710 Baum Building
Danville, Illinois 61832

Mr. George P. Fox
1616 E. 50th Place
Chicago, Illinois 60615

Mr. Charles L. Fuller, Jr.
1015 Spruce Avenue
Norton, Virginia

Mrs. Grace L. Ford
4929 Wornall Road
Kansas City, Missouri

A 314

10

Mrs. Isabel A. Garside
860 Carroll Street
Brooklyn, New York 11215

Mr. Joseph Genovese
2573 Colden Avenue
Bronx, New York 10469

Mrs. Opal I. Ginther
2140 Patricia Avenue
Los Angeles, California 90025

Miss Alma D. Gleason
49 Tarpon Road
East Quoque, L.I., New York

Edward Goldbert
Pittsburgh, Pa.

Miss Frances Goldman
59 Hazelton Street
Mattapan, Massachusetts 02126

Mrs. Victoria Gordon
80 Washington Street
Newport, Rhode Island 02840

Mrs. Adele Renee Gray
237 W. Beech Street
Long Beach, New York 11561

Mr. Charles M. Greene
9925 Westmore
Livonia, Michigan 48150

Mr. Ernest J. Greenhood
1023 - 24 Kimball Bldg.
18 Tremont Street
Boston, Massachusetts 02108

Miss Eva A. Gerriets
1954 Skagit City Road
Mount Vernon, Washington 98273

Mr. Frederick J. England, President
Hastings - Tapley Insurance Agency, Inc.
271 Cambridge Street
Cambridge, Mass. 02141

Mr. H.E. Hastings, Jr.
1500 Riley Tower No. One
225 East North Street
Indianapolis, Indiana 46204

Hayden, Stone Inc.
80 Pine Street
New York, New York 10005
Attn: Bernard P. Nasser, Bond Dept.

Mildred M. Hembdt and Ethel
A. Hembdt
Route 1, Box 23
Hanvoer Street
Yorktown Heights, New York 10598

Mr. Julius E. Heuscher
19380 Bainter Avenue
Los Gatos, California 95030

Mr. A. R. Hewitt
Box 272
Fredericksburg, Iowa

Mr. Paul W. Hiltner
1857 Salina
Wichita, Kansas 67207

Mrs. Edith Berg Hofmann
c/o Harry Berg
37953 Center Ridge Road
North Rdigeville, Ohio 44035

Mrs. Crawford, H. Hollidge
Stepping Stones
Marstons Mills, Massachusetts 02648

Mrs. Robert L. Hultzen
20 Kilmer Road
Larchmont, New York

W.E. Hutton & Co.
14 Wall Street
New York, New York 10005
Attn: Exchange Department

Harris, Upham & Co., Inc.
120 Broadway
New York, New York

Irving Trust Company
One Wall Street
New York, New York 10015

A 317

Mr. A. Jaegers
810 Pepperidge Road
Westbury, New York

Mr. William M. Jones
1507 No. Kedvale Avenue
Chicago, Illinois 60651

A 318

Mr. George Kastrenakes
Suite 909 Biscayne Building
19 West Flagler Street
Miami, Florida 33130

Thomas M. Kelly
222 Collins Street
Hartford, Connecticut 06105

Mr. and Mrs. Luittold Korb
2214 Woodhull Avenue
New York, New York

Mr. Harold H. Kuhfuss
342 Elizabeth Street
Pekin, Illinois 61554

A 319

[illegible]son Bros & Co.
2[illegible]0 Pioneer Bldg.
St. Paul, Minnesota 55101
Attn: John J. Goblirsch, Manager

Mr. James L. LeBlanc
Willkie, Farr & Gallagher
1 Chase Manhattan Plaza
New York, New York 10005
c/o Isabel Heath Executix of
the Estate of Isabel A. Garsi[illegible]

Mr. Andrew L. Lee
[illegible] S. Reese Place
Burbank, Calif. 91506

Mr. Theodore Levin
[illegible]5 South Main Street
Greensburg, Pennsylvania 15601

Miss Elizabeth Liritis
Kanelis 14
Ano Petralona
Athens T. 309, Greece

Estate of Andrew Lekarczyk
Charles J. Chwalek, Excr.
Our Lady of Czestochowa Rectory
[illegible] Ward Street
Worcester, Massachusetts

Mr. Albert Jos. Laum
[illegible] Edmondson Avenue
Baltimore, Maryland 21229

A 320

Mr. Richard E. Macey
1122 North El Dorado Street
Stockton, California 95202

Marine Midland Trust Co.
120 B'way Att: J. Frank Morris
A/C Ross Associates

Mrs. Charles A. Mastronardi
166 Montague Street
Brooklyn, New York 11201

Mr. Joseph Mastroni
644 North Country Club Drive
Mesa, Arizona

Mr. E.M. Maynard Jr.
539 Kings Court
Newport News, Va. 23606

Maloy and Kline
Box 1699
555 Fuller Avenue Building
Helena, Montana 59601
A/C J.E. O'Connell

Merrill Lynch Pierce, Fenner
& Smith, Inc.
70 Pine Street
New York, New York 10005

Mr. Andrew J. Goetten, Trust
Officer
Midland National Bank of
Minneapolis
401 Second Avenue South
Minneapolis, Minnesota 55440

Mr. Leon Mooradian
1171 N. Stradella Rd.
W. Los Angeles, California 90024

Morgan Guaranty Trust Company
of New York
23 Wall Street
New York,New York 10015

Mr. O. Einarsen, Assistant Treasurer
Morgan Guaranty Trust Company of
New York
23 Wall Street
New York, New York
A/C Dothan Bank & Tr.
Dothan, Alabama

Mr. Martin Mortensen
105 N. Arbor Drive
Ormond Beach, Florida

Murch & Co., Inc.
330 Hanna Building
Cleveland, Ohio 44115
Attn: Joan McKee, Secretary of
Leon Sacks

Mr. Ludwig Mosheim
1313 Kentucky Drive
Concord, California 94521

A 321

Nathan, Mannheimer, Asche,
Winer & Friedman
295 Madison Avenue
New York 17, New York

Mr. Kenneth W. Malone
Assistant Vice President
The National Capital Bank
316 Pennsylvania Avenue, S.E.
Washington, D.C. 20003

National Provincial Bank Limited
P.O. Box No. 14
1 Princes Street
London, E.C. 2, England
Attn: Overseas Securities

Mr. Charles J. Neuger
Jappe and Neuger
Terminal Tower Building
Cleveland, Ohio 44113

Miss Betty Dickens Newhart
8413 Conover Place
Alexandria, Virginia 22308

Mr. Hubert E. Olive, Jr.
Court House Square
Lexington, North Carolina 27292

The Omaha National Bank
Farnam at Seventeenth
Omaha, Nebraska 68102
Attn: Mrs. Cheryl M. Jarchow

Mr. Jesse H. Miller, Second
Vice President
The Omaha National Bank
Omaha, Nebraska 68102

A 323

Mr. Claude V. Palisca
68 Spring Rock Road
Pine Orchard, Branford,
Connecticut 06405

Mrs. Doris M. Palmer
116 Coram Avenue
Shelton, Connecticut

Panmure, Gordon & Co.
21 Austin Friars
London, E.C. 2N 2ES
England

Mrs. Benjamin Pilloff
4100 West Third Street
Box 515
Dayton, Ohio 45428

Pittsburgh National Bank
Trust Department No. 26573-5
Pittsburgh, Pennsylvania 15230
Attn: Mr. P. Richard Zutterland,
Vice President

Mr. Graham Polonsky
139 Winthrop Road
Brookline, Massachusetts 02146

Mr. Edward A. Pagels
40 Hillside Avenue
Mahwah, New Jersey 07430

A 324

Mr. Norman Quist
Route 1, Box 544
Cocoa, Florida 32922

Howard F. Roeding
4194 N.W. 52nd Avenue
Ft. Lauderdale, Florida 33313

Mr. Irving B. Reiss
Vice Chairman of the Board
Extrin Foods, Inc.
34-18 Northern Boulevard
Long Island City, New York 11101

Mr. Fred Regensteiner
71 Medway Street
Providence, Rhode Island

Rhode Island Hospital Trust Company
Collection Dept.
Provident, Rhode Island

Mr. S. A. Rittner
1720 N. Harvard Boulevard
Los Angeles 27, California

Mrs. Sedie Rosenblad
430 South Berando Street
Los Angeles, California 98005

Mr. Robert A. Rosseland
37 Harvard Street
Worcester, Massachusetts 01608

Mr. James T. Ryan
5234 N. Tentonia - Apt. 5
Milwaukee, Wisconsin 53209

Mr. Frederick W. Scholem
10 East 40th Street
New York, New York 10016

Mrs. Gladys E. Wood, Accountant
Schradzke, Gould and Ratner
300 West Washington Street
Chicago, Illinois 60606

Mr. Armond G. Schwartz
Hellettsville, Texas 77964

Mr. John W. Buck, Assistant Cashier
Security First National Bank of Los Angeles
P.O. Box 2097 - Terminal Annex
Los Angeles, California 90054

John H. Sherry, Esq.
Canadian Pacific Building
342 Madison Avenue
New York 17, New York

S.J. [illegible]
702 N.W. 6th Street
Grants Pass, Oregon 97526

A 325

Mrs. Lucille Shlenker
20 East 68th Street
New York, New York 10021

Mrs. Thelma P. Siegartel
3524 Avenue "[illegible]"
Brooklyn 10, New York

Mr. Philip Sokol
108 South Main Street
Dayton, Ohio

Mr. James T. Starr
Offices of City Prosecuting
Attorney of Long Beach
Public Safety Building
400 West Broadway
Long Beach, California 90802

Miss Thelma R. Swortzel
1105 Melvin Drive
Portsmouth, Virginia

A 326

Mr. George E. Taylor
Vice President & Trust Officer
First National Bank
Clinton, Iowa

Mr. Robert V. Taylor, Vice President
Pulaski Heights Bank
P.O. Box 3298
Grant at Kavanaugh
Little Rock, Arkansas

Technical Buildings Service
Corporation
Real Estate & Investment
Medical Arts Building
Scranton, Pennsylvania
Attn: Mr. Bruce Lowenberg, President

Mr. Dale Tedrick
Box 202
Vandalia, Illinois 62471

Mr. Edwin Waters Thomas
Open Hearth
Burnham, Pennsylvania

Mr. Richard Waldman
Walston & Company
1899 63rd Street
North Miami Beach, Florida 33162

Mr. Wellington Wallis
101 Tremont Street
Boston, Massachusetts 02108

Mr. Donald M. Whistler
Assistant Trust Officer
The Harrisburg National Bank
and Trust Company
Harrisburg, Pennsylvania

Mr. James H. Wolter
1181 Hillside Road
Northbrook, Illinois

Wood, Walker & Co.
63 Wall Street
New York 5, New York

Willard S. Webber
412 Blair Avenue
Piedmont, California 94611

A 328

Mr. John F. Daly, President
Yellow Cab, Inc.
615-619 So. 20th
Omaha, Nebraska 68102

Mr. William C. Young
c/o Bozenhard & Young
95 State Street
Springfield, Massachusetts 01103

Exhibit C

Abbott Proctor & Paine 110 Wall St. New York City, New York	100
Jean L. Anderson	300
Helen Rietveld Avery Box 11 Montezuma, New Mexico 87731	100
Miss Jean L. Anderson 2499 So. Colo. Blvd. #1203 Denver, Colorado 80222	300
American Bank & Trust Co. of Pennsylvania	100

A 331

Robert W. Baird & Co. 34 Broadway New York, New York 10006 Attn: Mr. Bernie Sweeney	100
Baker, Watts & Co. Calvert & Redwood Sts. Baltimore, Maryland 21203	300
Bank of America, N.T. & S.A. Auto Center Branch 1640 Van Ness Avenue San Francisco, California 94109 Attn: Veelya Warren, Asst. Cashier	200
	100
Mr. Robert A. Voegele, Vice President and Trust Officer Bank of New Smyrna P.O. Drawer 157 New Smyrna, Florida 32069	300
The Bank of Virginia 2900 Broad Street Richmond, Virginia	100
Harold W. Baker, Guardian of the Person and Estate of Marie M. Lehman	1000
Bankers Trust Company Coupon Coll. Div. 16 Wall Street	100
New York, N.Y. 10008	200
	3000
	300
Ivan Harry Barkdoll, Jr. c/o Valley National Bank P.O. Box 311 Tucson, Arizona	100
Jenney Battles & E.W. Clark 1401 Walnut Street Phila Pa. 19102	100
Mr. Alfred J. Bauix 480 Darrell Road Hillsborough, California 94010	300
Lew W. Mason, Trust Officer The Bellington National Bank Bellington, Washington	200
Birr, Wilson & Co., Inc. [illegible]55 Sansome Street San Francisco, California 94104 Att: Mr. Robert M. Sheehan	100
Mr. Ralph H. Balck 5025 S. Sedgewick Road Lyndhurst, Ohio 44124	100
Blair & Co., Inc. 20 Broad Street New York, New York 10005	100
	100
Boca Raton National Bank Boca Raton, Florida	1000
J.H. Brooks & Co. 15 South Franklin Street Wilkes-Barre, Pennsylvania 18701	200
Miss A.G. Bryan 49 Tarpen Road E. Quoque, Long Island New York	100
Ben F. Bryer, M.D. 1115 Fifth Avenue New York 28, New York	100
Pearl Fay Bunn	100
Mr. Paul Sprague Burgess & Leith 53 State Street Boston, Massachusetts 02109	100
The Bank of New York 48 Wall Street New York, New York	200
Bank of America, N.T. & S.A. P.O. Box 1110 Livermore, California 94551 Att: Mr. R.A. Centoni, Manager A/C Augusta Cernusco [illegible]0 So Street Livermore, California	100

Mr. W. Burton Black, Vice President The Central State Bank of Wichita 3333 Fast Central at Hillside Wichita, Kansas 67208	100
The Chase Manhattan Bank Coupon Collection Dept. 1 Chase Manhattan Bank New York 15, New York	100
	200
	2000
Chemical Bank New York Trust Company 20 Pine Street New York, N.Y. 10015	600
	400
A/C Regina Marx	12,000
	200
	1,000
	2,000
	400
	300
	16,000
Mrs. Hazel M. Christiansen c/o F.J.A. Christiansen Roofing Co., Inc. 2139 W. Purdue Street Milwaukee, Wisconsin 53209	200
Citizens Bank of Oregon 415 North State Street Lake Oswego, Oregon 97034	100
Mr. Kenneth N. Adler Assistant Vice President Chemical Bank New York Trust Company 11 West 51st Street New York, New York 10019	10,000
Lady Louise Clark Stuart, Virginia 24171	100
Clark, Dodge & Co.	100
Collins & Collins	200
Mrs. Anne Corcoran Coupon Coll. Dept. 1 New York Plaza - 4th The Chase Manhattan Bank	100
Courts & Co. 25 Broad Street New York, New York	1,500
Cowen & Co. 45 Wall Street New York, New York 10005	2,000
Cox, Langford & Brown 1521 New Hampshire Avenue, N.W. Washington, D.C. 20036 Attn: Irene Kollar	100
Mr. Vernon Crudge 620 Fifth Avenue New York 20, New York	300
Crocker-Citizens National Bank 457 South Spring Street Los Angeles, California 90054 Attn: Mr. Peter Scott Collateral Dept.	1,100
Mr. Francis Colt de Wolf c/o The Riggs National Bank of Washington, D.C. Federal Office 1750 Pennsylvania Ave. N.W. Washington, D.C. 20006 Att: Customers Securities Dept.	100
Chemical Bank Church St. P.O. Stations New York, New York Att: Mr. Edward Deknatel	500

A 333

Dean Witter & Co., Incorporated Reorganization Dept. 15th Fl. 2 Broadway New York, New York 10004	20,000
	500
Francis I. du Pont & Co. One Wall Street New York, New York 10005 Attn: Collection Dept.	100
	100
Mrs. Helen P. Deck 8914 River Road Richmond, Virginia 23229	100
Charles M. De Hority & Irene G. De Hority	300
Dempsey Tegeler & Co. Inc. 110 Wall Street New York, New York 10005 Attn: Reorganization Dept.	2,800
Mr. Francis Colt De Wolf	100
Mr. A. E. Bowman, Assistant Vice President Devon Bank Western at Devon 2345 West Devon Avenue Chicago, Illinois 60645	100
Mr. Robert L. Dorfman George J. Dorfman & Company 97 North Main Street Gloversville, New York 12078	4,000
Mr. Orville F. Drennan and Mrs. Frances W. Drennan 217 Southern Comfort Mobile Village Clearwater, Florida 33515	900
Du Pont Glore Forgan	100

A 334

A.G. Edwards & Sons, Inc. 20 Exchange Place New York, NewYork 10005 Att: Willie Watts	1,100
Bob L. Ekstein, Jacob Schulman and Robert L. Dorfman, TTEE	4,000
Estabrook & Co.	100
Mr. Wm. Newsome Eichorn 91 Beach Bluff Avenue Swampscott, Massachusetts 01907	

The Factory Point National Bank Manchester Center, Vermont	2,000
Felor, Prullard & Smyth	200
Miss Irene A. Fahey 1475 W. Fargo Avenue Chicago, Illinois	200
Federal Reserve Bank of N.Y. A/C Industrial National Bank Providence, Rhode Island	1,000
Federal Reserve Bank of N.Y.	3,000
Fifth Third Union Trust Co. Cincinnati, Ohio	100
First Devonshire Corporation 100 Lincoln Road Miami Beach, Florida 33161 Att: Albert A. Furst	500
First National Bank of Oregon Grants Pass Branch Grants Pass, Oregon	100
First National City New York, New York	1,000
	1,000
	500
	1,000
	200
	100
First National Bank of Petoskey Petoskey, Michigan 49770 A/C Mrs. Cecilia M. Fohrman	300
The First National Bank of Vandalia Collection Dept. Vandalia, Illinois Att: Carol Williams	100
The First National Bank of York, Nebraska York, Nebraska Att: Mr. C.G. Holthus Vice President and Cashier	200
The First New Haven National Bank One Church Street New Haven, Connecticut 06502 Att: George W. Cofrances Assistant Cashier	400
First National State Bank of New Jersey 550 Broad Street Newark, New Jersey	500
Foster & Adams	100
George P. Fox	500
Franklin National Bank	600
Harry Friedman 1910 Sunderland Place, N.W. Washington, D.C. 20036	1,000
First National City Bank	200
	10,000
	28,000
	100
	200
	100

A 336

Jeremiah F. Gallo	500
Abraham Goldstein	400
Mr. Robert E. Goldsworth 1930 Clise Place West Seattle, Washington 98199	100
Goodbody & Co. 2 Broadway New York 4, New York	800
Mr. A.R. Grant 4 Frederick Place Morristown, New Jersey 07960	100
Mr. Joseph Genovese 2573 Colden Avenue Bronx, New York 10469	500

Hallgarten & Co. 44 Wall Street New York, New York	3,800
Edward P. Harris III P.O. Box 90919, Airport Station Los Angeles, California	100
Minnie Nelson Harris 3109 E. Laurelhurst Drive, N.E. Seattle, Washington	200
Harris, Upham & Co.	500
	2,000
	400
A/C Margaret Ayles Smith & Edith Ayles Biondi, Executrix for the Estate of Charles T. Ayles	500
Harris, Upham & Co.	2,800
Hayden, Stone, Inc.	600
	500
H. Hentz & Co., Inc. 72 Wall Street New York, New York 10005 Att: Mr. James McConnon Reorganization Dept.	500
	500
Hirsch & Co. 25 Broad Street New York, New York	300
Hornblower & Weeks	100
	3,000
Jones Heward & Co.	300
Ann Hoyer	100
Rabbi Morris Hyatt 191 Presidential Blvd.-APT 321 Bala Cynwyd, Pennsylvania 19004	500

A 338

Investment Corporation of Virginia 300
215 East Plume Street
Norfolk, Virginia 23510
Att: Mrs. Berry S. Hayslett
Transfer Clerk

Investors Planning Corporation of America 2,000
134 Evergreen Place
East Orange, New Jersey 07018

Irving Trust Co. 700
New York, New York

4,000

2,700

100

Janney, Battles & E.W. Clark Inc. 1401 Walnut Street Philadelphia, Pennsylvania 19102	100
Mr. & Mrs. Paul B. Jassny 2584 - 40th W. Seattle, Washington 98199	500
Hugh Johnson & Co., Inc. 1800 Rand Building Buffalo, New York 14203 Attn: Ms. Salley Dewey Transfer Dept.	500
Jones, Kreeger & Co. 1625 Eye Street, Northwest Washington, D.C. 20006 Attn: Mr. George J. Bunstead	1,100
Alexander A. Joy and Iris E. Joy 1044 North Daniel Street Arlington, Virginia 22201	300

Mr. Julius Kattan 300
544 Bloomfield Avenue
Bloomfield, Connecticut

Kay Richards & Company 300
Union Trust Building
Pittsburgh, Pennsylvania 15230

Mr. Harold Keenshen 1,000
38 Sagamore Drive
Rochester, New York 14617

Mr. Charles Kershenbaum 300
Executor of the Estate of
Mary J. Kershenbaum
405 Scott Drive
Silver Spring, Maryland 20904

Kidder, Peabody & Co. 500
20 Exchange Place
New York, New York 10005
Attn: Shirley Purke

Mr. Peter Kiewit 400
c/o The Omaha National Bank
17th and Farnam Streets
Omaha, Nebraska 68102
Attn: Mr. Jack B. Wheeler,

Kinsley & Adams 700
6 Norwich Street
Worchester, Mass.

Armand F. Klingeihofer 200
P.O. Box 564
Fredericksburg, Texas 78624

Mrs. Jeanette Krause 400
The Briarcliff Apt. #310
801 S. Chester Road
Swarthmore, Pennsylvania

Pascal Lambro 300

Laidlaw & Co. 700
25 Broad Street
New York, New York 10005
Attn: E. Schultz
Stock Transfer Dept.

Lancaster County Farmers 100
National Bank
23 East King Street
Lancaster, Penn. 17604
Attn: Securities Dept.

Lester, Ryons & Co. 100
623 So. Hope Street
Los Angeles, California 90015

Mr. Robert J. Lewis 1,000
Lewis & Whiting
750 Welch Road
Palo Alto, California 94304

Liberty Bank and Trust 25,000
Company
7 School Street
Boston, Mass. 02108
Att: Eileen Coleman

Lincoln Rochester Trust Company
a/o William L. Shepherd 300
183 East Main Street
Rochester, New York 14604

Loeb Rhoades & Co. 300
Forty Two Wall Street
New York, New York
Attn: Mr. Paul Kunda

200

1,000

Manufacturers Hanover Trust Company New York, New York	10,000
	400
	1,000
	400
	100
Marine Midland Grace Trust	300
	1,000
Market Street National Bank Shamkin, Pennsylvania	100
The Marshall Co.	100
Mr. E. Mapp Maynard, Jr.	300
McDonald & Co. Union Commerce Building Cleveland, Ohio 44115	100
McDonnell & Co. 120 Broadway New York, New York 10005	1,000
	1,000
McMaster Hutchinson & Co. 105 South LaSalle Street Chicago, Illinois 60603	200
Mrs. Gertrude McNaught 2649 N. Kildare Avenue Chicago, Illinois 60639	1,600
Morgan Guaranty Trust Co. New York, New York	500
Mellon National Bank & Trust Co. Mellon Square, Pittsburgh Pennsylvania	100
Merchandise National Bank Chicago, Illinois 60654	100
Merrill, Lynch, Pierce, Fenner & Smith, Inc. New York, New York	300
	100
Merrill, Lynch, Pierce, Fenner & Smith, Inc.	100
	100
	300
	1,800
	500
	700
	200
Mr. C.G. Messenger 2[illegible]0 W. Longden Avenue Arcadia, California	500
Meyerson & Co. 216 Montgomery Street San Francisco, California 94104	1,000
Montclair National Bank and Trust Company 544 Bloomfield Avenue Montclair, New Jersey	2,000
Morgan Guaranty Trust Co. New York, New York	2,000
	4,700
	400
	100
	500
	300
Moore, Leonard & Lynch, Inc. Union Trust Building Pittsburgh, Pennsylvania 15219	100
Ludwig Mosheim 131[illegible] Kentucky Drive Concord, California 94521	200

National Bank of Washington	100
National Bank of North America	3,700
National Newark & Essex Bank 14 South Orange Avenue South Orange, New Jersey Attn: Mr. Herbert C. Kammerer Vice President	2,700
Ms. Betty D. Newhart 8413 Conover Place Alexandria, Virginia 22308	300
Bank of Nevada Strip Box 14666 Las Vegas, Nevada Att: R. May, Operations Officer	5,000
Mr. Frederick C. Nolte 390 Windward Way Naples, Florida 33940	400
Northern National Bank Presque Isle, Maine Attn: Miss Valerie M. Hartley Operations Department	500

Pacific National Bank of 100
San Francisco
333 Montgomery Street
San Francisco, California 94104

Mr. H.P. Hurley, Assistant 1,600
Operations Manager
Paine, Webber, Jackson & Curtis
24 Federal Street
Boston, Massachusetts 02101

200

500

Parker/Hunter Incorporated 200
P.O. Box 148
Pittsburgh, Pa.. 15230

300

H.O. Peet & Company 100
23 W. 10th Street
Kansas City, Mossouri 64105
Attn: Paul E. Baumgardt, Cashier

Pittsburgh National Bank 1,400
Fifth Avenue Office
Pittsburgh 30, Pennsylvania

Miss Martha Pless 100
7081 93rd Avenue, S.E.
Mercer Island, Washington 98040

A 345

Pearl Ragland 5619 Woodland Kansas City, Missouri	300
Reed Lear & Co. 3100 Grant Building Pittsburgh, Pennsylvania 15219	200
Mr. Benno Renz	100
Reynolds and Co.	200
	100
	200
Kay Richards & Co. Union Trust Building Pittsburgh, Pennsylvania 15230	200
Mrs. Jeannette L. Rodway 2402 55th Avenue S.W. Seattle, Washington 98116	300
Miss Marlene D. Rosen 2527 West Lunt Chicago, Illinois 60645	300
Royal Bank of Canada	100
Joseph Rubin and Myra Rubin 18 Arlene Drive Froningham, Massachusetts 01701	200
J.N. Russell &Co. Union Commerce Building Cleveland, Ohio 44115	100

Mr. Herbert D. Bass, Assistant Vice President Investment Department Seattle Trust & Savings Bank 804 Second Avenue Seattle, Washington 98104	600
Schweickart & Co.	100
Mr. Ronald Shankland 2510 1/2 East 72nd Street P.O. Box 5102 Kansas City, Missouri 64132	300
Shields & Company 44 Wall Street	500
Mrs. Frances Shoohe 31 Winchester Oral, New Rochelle, N.Y. 10805	3,000
Mr. Harry A. Silberstein 320 East 57th Street New York, New York 10022	300
Mr. Eric Bjornlund, Investment Officer South Shore National Bank Fourteen Hundred Hancock Street Quincy, Massachusetts 02169	100
Spencer Trask & Co.	500
Spingarn, Heine & Co. 37 Wall Street New York, New York 10005	1,000
Steiner Rouse & Company	200
Lane Sterling & Company	300
Sutro & Co. 160 Montgomery Street San Francisco, Calif. 94104	100
Swiss American Corporation	2,700

A 347

Eleanor M. Tewes 910 West Sycamore Drive San Gabriel, California 91775	300
Thomson & McKinnon Auchincloss Inc. 2 Broadway New York, New York 10004 Att: Mr. Mark Friedman Reorganization Dept.	200
	800
Trade Bank and Trust	500

Jack Unger 1800 Avenue "L" Brooklyn, New York	100
United California Bank	1,000
United National Bank of Central Jersey Collection Dept. Plainfield, New Jersey Att: Mr. William B. Stevens	100

A 349

Valley National Bank P.O. Box 311 Tucson, Arizona 85702 Attn: Customers Securities Department	100
Mrs. Mattie Van Dusen 4417 Ely Avenue Bronx, New York 10466	100
Mr. Fred Vercoe, Jr. Vercoe & Company 17 South High Street Columbus, Ohio 43216	1,000
Mr. John P. Villing 133 Conover Road Pittsburgh, Pa. 15208	500
Robert A. Volgele Bank of New Smyrna	300

A 350

M.S. Walker & Co., Inc. 126 Locust Avenue Long Beach, California 90802	300
Mr. Dwane L. Wallace Cessna Aircraft Company Wichita, Kansas 67201	1.200
Nathan Weinstein 601 Rockland Street Westbury, Long Island, N.Y.	100
Robert M. Welks Newell Heights Newell, West Virginia	700
Wood, Walker & Co. 63 Wall Street New York 5, New York	600
William Wojlanmski 69 Jones Street Newark, New Jersey	100

Yellow Cab, Inc.	2,800
Miss Elizabeth R. Young	2,000

Copy

U.S. DISTRICT COURT
FILED
NOV 8 1978
S.D. OF N.Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - -

WILLIAM R. VAN GEMERT, et al.,

Plaintiffs,

-v-

THE BOEING COMPANY (formerly
BOEING AIRPLANE COMPANY), et al.,

Defendants.

- - - - - - - - - - - - - - - - - - -

OPINION

66 Civ. 1820

#45342

NATHAN, MANNHEIMER, ASCHE, WINER & FRIEDMAN, ESQS., and IRVING STENMAN, ESQ., New York, New York, Attorneys for Committee of Plaintiffs (NORMAN WINER, IRVING STENMAN and SAMUEL WEINSTEIN, ESQS., of Counsel).

KASS, GOODKIND, WECHSLER & GERSTEIN, ESQS., New York, New York, Attorneys for Plaintiffs (STUART D. WECHSLER and MICHAEL P. FUCHS, ESQS., of Counsel).

DAVIS, POLK & WARDWELL, ESQS., New York, New York, Attorneys for Defendants (S. HAZARD GILLESPIE and WILLIAM H. LEVIT, JR., ESQS., of Counsel).

RYAN, J.:

Following the remand from the Court of Appeals for a determination of damages, the plaintiff bondholders moved under Rule 34 of the General Rules of the Court for this District for judgment of over four million dollars with interest from March 29, 1966 and for a hearing to set counsel fees.

The amount sought by plaintiffs is reached by including all bondholders, even those who redeemed after the commencement of this suit as well, and by using the date April 14, 1966, the high market value date instead of March 29, 1966, the last date for conversion.

BOEING resists this award, advancing two reasons: first, that bondholders who redeemed with knowledge of the commencement of the lawsuit have waived their right to be members of the class, and, second, that the date for fixing the value of the stock is March 29, 1966; it also opposes any award of interest on the ground that interest is discretionary and not warranted under the facts of this case.

The dollar figures sought by plaintiffs are $4,026,762.25 - the difference between the high market value within 30 days after the conversion date March 29, 1966, $5,621,252, and the value of their debentures $1,594,489.75. If damages are computed as of the cutoff date, the loss is $3,289,359.

The threshold question which I must determine is whether in this class action of former and present bondholders members of that class may waive their right to participate in the recovery by redeeming their debentures with knowledge of the pendency of the suit.

It is a question of defendant's liability to the class - a question specifically raised by defendants in their Sixth Affirmative Defense - and one which I did not reach because I dismissed the complaint. This problem was anticipated ten years ago when plaintiffs sought a mandatory injunction[1] restraining defendants from redeeming outstanding debentures unless they advised debentureholders desirous of redeeming their bonds during the pendency of this suit and with knowledge of it that they were not waiving their right to participate in this fund. Plaintiffs might have obviated this problem now had they moved to dismiss the defense at the time as I then suggested. The fact that they did not cannot, however, validate the defense, if, in fact, it is not valid.

At the time I denied the injunction as premature (see S.M. dated September 19, 1966). The decision of the Court of Appeals has now brought it to maturity. The question is of utmost importance as, if defendant is right, there are but $259,500 face amount of debentures outstanding, totalling $552,735 damages; while, if plaintiffs are right, the amount is $1,544,300 debentures outstanding, amounting to three or four million dollars, depending on the date fixed by the Court for converting the debentures. At the hearing on the injunction, I intimated and I now hold that the debentureholders did not waive their right to recover damages by redeeming their debentures. The basis for my denial of the injunction then was that it was not necessary to protect bondholders' rights since I held that "if they are members of a class they are entitled to benefits that go to everybody in that class because they are bound by the judgment under Rule 23." (S.M., p. 25)

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[1] The motion of plaintiffs had been precipitated by a letter which the efendant was sending debentureholders advising them that defendant ould treat their redemption as a waiver of their rights in the litiation with the result that some of these debentureholders decided ot to redeem.

I subsequently held that the class was a true class composed of "plaintiffs and all other present and former bondholders" who failed to convert on or before the cutoff date, March 29, 1966. By determining that the class was a true class, I cut off the right of all members so defined to recover damages against defendants outside of this suit.

With respect to the subsequent conversion by bondholders, I intimated at the hearing and now hold that partial liquidation of bondholders' damages constitutes merely an offset and not full payment.

No one questions that the debentureholders who redeemed their bonds during the pendency of this suit had an absolute right to do so, and that Chase had the duty to redeem them upon presentation. They had a right to collec t whatever cash on these bonds they could, particularly since they were not drawing interest. The mere fact that this lawsuit was pending could not serve to bar them of that right. If there was any question about it, the definition of the plaintiff class as "present and former debenture holders" answers it.

As members of a true class, they are barred from suing on their own behalf; to bar them now and here from recovery would have the effect of depriving them of one property right because they exercised another property right.

The cases relied on by defendants are not persuasive. P.W. Brooks & Co. v. No. Carolina Public Service Co., 37 F. 2d 220, cert. den. 281 U.S. 741.

The question before the Court there was "not whether one who has a cause of action for refusal to convert stocks or bonds can maintain an action after parting with them....but....whether a plaintiff being faced with an election between uncontested rights can elect one and maintain an action upon the basis of the other." (P. 224)

The plaintiff there elected to redeem his bonds when the defendant refused to convert them at the price plaintiff demanded. There was no question there of defendant's failure to notify plaintiff of his right to convert before his rights were cut off.

When plaintiff in Brooks elected to redeem his bonds, he still had the right to convert them even if at a rate lower than that which he claimed due. Therefore, the Court properly held that he "elected" between two choices. Here there was no election since, when plaintiff bondholders redeemed, they had lost their right to convert and, therefore, had nothing to elect between. When they redeemed, they were not electing not to convert, as their rights to convert, if any, had been fixed by their inclusion in the class.

Denney v. Cleveland Pittsburg RR Co., 28 Ohio St. 108 (Sup.Ct. 1908), states that a plaintiff must own a bond at the time his conversion rights are violated. Here, plaintiffs were bondholders - owners of bonds - at the time their right to convert was found by the Court of Appeals to have been violated.

Anyway, to the extent that any of these cases might be cited for the proposition that redemption under the circumstances here presented cuts off conversion, I refuse to follow them.

The Denney case is not at all similar. There the Court discussed the options open to the bondholder: to forego conversion for the present, continue to draw interest and renew demand for conversion. Obviously, none of those options are open to plaintiffs here; and there the similarity ends. See Harris v. American Invest. Co., 523 F. 2d, 220, 228 (8th Cir., 1975), holding that retention of stock after suit had been filed represented "a second investment decision unrelated to his initial decision to purchase the stock." Of course, the bondholders who redeemed are going to have to establish that they were bondholders - members of the class - at the time the class was defined.

The next question is what date is to be placed on the stock which plaintiffs would have received on conversion had they had notice of the cutoff conversion date.

That the claim does not sound in tort or even in contract is clear. The Court of Appeals found that defendants had not breached the Indenture Agreement - the notice "conformed to the requirements of the Indenture."(Van Gemert v. Boeing Co., 520 F. 2d 1373, 1383) - but rather that they had misconstrued their duties under it as to the "reasonable notice" in excess of that required by the Indenture.

In fact, the Court applied the measure of the Chancellor's Big Toe.

Since the Court there applied an equitable standard, it would be less than equitable for this Court to apply strict New York statutory law, particularly when defendants could not have anticipated their "breach of duty". Since by reason of the defendants' failure to meet the "reasonable expectations as to notice" of sophisticated bondholders, the latter lost their right to redeem as of March 29, 1966 - the value of the stock as of that date will be applied by the Court and not the cost of replacing it within a reasonable time thereafter. If plaintiffs have a claim, it was to convert by March 29, 1966, not at a later date when the stock may have risen in value.

The measure of damage is to compensate plaintiffs for their loss as of March 29, 1966, not at a later date. To compensate them at a higher price would put them in a preferential position with respect to those bondholders who converted on time. That is not the purpose of a class suit. In fact, the Court of Appeals stated that on remand BOEING might issue stock "which is what the plaintiffs would have had if they had received notice of the redemption call, and one of the purposes of the redemption was to enable the company to exchange debt for equity capital." (Footnote 23, p. 1385)

In Harris v. American Invest Co., supra, which involved a true fraud and conversion claim under Sections 10(b) and 18(a) of the Securities Exchange Act, the Court applied an out-of-pocket rule of damages, rather than "the loss of bargain" (225); that is, the actual worth of the securities at the time of the purchase by plaintiff, not what he might have gained had defendant's representations been true. The theory is not restitution, but only what plaintiff has lost. "This is the only method in which a consistent measure of damages can be obtained."(p.223) Moreover, since jurisdiction of the claim herein is predicated on federal securities law, it is not inappropriate to follow that measure of damages.

With respect to interest, plaintiffs invoke New York Statute CPLR 5001(a); DeLong Corp. v. Morrison Knudsen Co., 14 NY 2d 346. This is an interesting theory because simultaneously they argue that the federal securities laws control certain aspects of this litigation, to wit, that bondholders who sold cannot be held to have waived their rights.

Section 5001(a) covers all torts, whether intentional or not, "for an act or omission depriving or otherwise interfering with title to, or possession or enjoyment of property."

The complaint herein bases its jurisdiction on the Federal Securities Acts of 1933-1934, the Trust Indenture Act of 1939, and common law breach of contract (pendent jurisdiction). There was no breach of contract so the claim upon which plaintiffs seek damages rests on federal law. As plaintiffs say, the merit of their claim rests on a finding by the Court of Appeals that BOEING's act "ran afoul of the securities acts." (Reply Memorandum of Law, Kass, Goodkind, Wechsler & Gerstein, Esqs., p. 18)

Defendants assert, and not without logic, that if the federal statute applies, pre- judgment interest is discretionary. Blau v. Lehman 368 U.S. 403, 414, They say that, even if State law applies, as the Indenture provided, the award of interest is discretionary in that it would be inequitable to award interest on a claim which could not have been reasonably anticipated in 1958 when it gave the notice required by the Indenture. And that, moreover, the decision of the Court of Appeals did not determine that BOEING had taken or interfered with any property of plaintiffs. *Ruderman* v. *United States*, 355 F. 2d 995.

Recognizing the novel nature of the right created by the Court of Appeals, the punitive effect of an award of interest because of the absence of any illegal profits inuring to defendants, I determine within my discretion and in "response to considerations of fairness" (*Blau* v. *Lehman*, *supra*, p. 457) that interest will not be awarded. *Board of Commissioners of Jackson Co.* v. *United States*, 308 U.S. 343, 356 (1939); *Norte & Co.* v. *Huffines*, 416 F. 2d 1189, 1191 (C.A. 2, 1969), *cert. den.* 397 U.S. 989 (1970); See also, *Gilson* v. *Check full O Nuts Corp.*, 331 F. 2d 107, 109 (C.A. 2, 1964).

Settle order in accordance with above. In the event the parties cannot agree on reasonable fees for plaintiffs' counsel, affidavits in support thereof are to be submitted to the Court for determination within thirty days from the date hereof.

Dated: New York, New York
November 8, 1976

SYLVESTER J. RYAN
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
---x

WILLIAM R. VAN GEMERT, et al., :

Plaintiffs, :

-against- :

THE BOEING COMPANY (formerly BOEING AIRPLANE COMPANY) and THOMAS R. WILCOX, :

Defendants. :
---x

MOTION

66 Civ. 1820 (S.J.R.)

Plaintiffs move this Court for reconsideration of its decision as stated in its opinion dated November 8, 1976 insofar as such decision denies pre-judgment interest to plaintiffs, without prejudice to plaintiffs' rights with respect to other determinations in the said opinion.

NATHAN, MANNHEIMER, ASCHE,
WINER & FRIEDMAN
By
A Member of the Firm
230 Park Avenue
New York, New York 10017

IRVING STEINMAN, ESQ.
Irving Steinman
11 Park Place
New York, New York 10007

Members of the Committee
in Behalf of All Plaintiffs

PLEASE TAKE NOTICE that the foregoing motion will be brought on for argument before the Hon. Sylvester J. Ryan in his chambers on December 2, 1976, at 9:30 o'clock in the forenoon.

Dated: November 18, 1976

NATHAN, MANNHEIMER, ASCHE,
WINER & FRIEDMAN
230 Park Avenue
New York, New York 10017

IRVING STEINMAN, ESQ.
11 Place Place
New York, New York 10007

TO:

A 363

KASS, GOODKIND, WECHSLER
& GERSTEIN
122 East 42nd Street
New York, New York 10017

DAVIS, POLK & WARDWELL
1 Chase Manhattan Plaza
New York, New York 10005

less such sum as the Court allows for counsels' fees

Winel Direct Ryan, J. A 364

U. S. DISTRICT COURT
FILED
DEC 23 1976
S. D. OF N. Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
-----------------------------------x

WILLIAM R. VAN GEMERT, et al., :

Plaintiffs, : **JUDGMENT AND ORDER**

-against- : 66 Civ. 1820 (S.J.R.)

THE BOEING COMPANY (formerly BOEING AIRPLANE COMPANY) and THOMAS R. WILCOX, : # 77,129

Defendants. :
-----------------------------------x

Plaintiffs, in behalf of all members of the plaintiff class, having moved this Court for judgment in accordance with the judgment of the Court of Appeals for the Second Circuit which affirmed in part and reversed in part the judgment of this Court and which remanded the action to this Court for further proceedings in accordance with the opinion of the Court of Appeals and plaintiffs having moved this Court for an order fixing counsel fees and the Court, after due deliberation, having filed its opinion herein, it is hereby

ORDERED, ADJUDGED AND DECREED that plaintiffs, in behalf of all members of the plaintiff class, shall recover as their damages herein the sum of $3,289,359, and it is further

ORDERED, that each member of the plaintiff class who has not heretofore redeemed his debenture, upon surrender of his debenture or upon due proof of ownership and loss thereof and suitable indemnification with respect thereto, shall be entitled to receive the sum of $316.25 for each $100 face amount of debenture so surrendered less such sum as the Court allows for counsels' fees and disbursements, and it is further

ORDERED, that each member of the plaintiff class who has heretofore redeemed his debenture shall be entitled

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DEC 30 1976

to receive the sum of $213 for each $100 face amount of debentures for which such holder has previously been paid the redemption price of $103.25 less such sum as the Court allows for counsels' fees and disbursements, and it is further

ORDERED, that all members of the plaintiff class shall be entitled to receive interest at the rate allowed in this District from the date of this Judgment and Order to the date of payment, and it is further

ORDERED, that within thirty days ~~after November 8, 1976,~~ from the date of the order SJR the committee of plaintiffs' attorneys shall and the attorneys for defendant, The Boeing Company, may submit to this Court a plan or plans for the mailing of notice to debentureholders and former debentureholders at their last known addresses and for publication of notice and for the cost of such notification, and it is further

ORDERED, that within thirty days ~~after November 8, 1976,~~ from the date of the order SJR the parties may submit plans for payment by a bank or other depository or disbursing agent or other mode of disbursement, and it is further

ORDERED, that in the event that the parties cannot agree on reasonable fees for plaintiffs' counsel, affidavits in support of such fees shall be submitted to this Court within thirty days ~~after November 8, 1976,~~ from the date of the order SJR and it is further

ORDERED, that this Court shall reserve and retain jurisdiction of this action pending the implementation of this Judgment and Order.

Dated: New York, New York
~~November 24,~~ 1976
December 21, 1976

Sylvester J. Ryan
U.S.D.J.

JUDGMENT ENTERED 12/30/76
Raymond F. Burghardt
CLERK

WILLIAM R. VAN GEMERT, et al. v. THE BOEING COMPANY etc. etal.

DEC 20 1976
S. D. OF N. Y.

ENDORSEMENT
66 Civ. 1820 S.J.R.

Motion to reconsider is granted and, upon reconsideration, the decision is adhered to.

So ordered.

Dated: December 17, 1976

SYLVESTER J. RYAN
Senior U. S. District Judge

MICROFILM

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
-----------------------------------X

WILLIAM R. VAN GEMERT, et al.,

Plaintiffs,

-against-

THE BOEING COMPANY (FORMERLY
BOEING AIRPLANE COMPANY) AND
THOMAS R. WILCOX,

Defendants.
-----------------------------------X

66 Civ. 1820 (SJR)

NOTICE OF APPEAL

Notice is hereby given that plaintiffs, William R. Van Gemert, Albert A. Henning, Edward E. Houchins, Nathan Pearlman and Elias H. Chariott, for and in behalf of themselves and for all other holders of the Boeing Company 4 1/2% convertible subordinated debentures due July 1, 1980 who are similarly situated, hereby appeal to the United States Court of Appeals for the Second Circuit from the judgment and order, entered in this action on December 28, 1976, and from the order granting reconsideration and, upon such reconsideration, adhering to the original decision, entered in this action on December 20, 1976.

Dated: January 6, 1977

KASS, GOODKIND, WECHSLER & GERSTEIN

By Michael P. Fuchs
A Member of the Firm
Attorneys for Plaintiffs-Appellants
122 East 42nd Street
New York, New York 10017
(212) 490-2332

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WILLIAM R. VAN GEMERT, et al.,

Plaintiffs,

-against-

THE BOEING COMPANY,

Defendant.

66 Civ. 1820

NOTICE OF APPEAL

Notice is hereby given that plaintiffs, individually and in behalf of and for the benefit of all of the members of the class herein, appeal to the United States Court of Appeals for the Second Circuit from so much of the Judgment and Order entered in this action on December 28, 1976 as (1) fixes damages to plaintiffs at $3,289,359 rather than $4,026,762.20, (2) denies recovery by the members of the class of prejudgment interest and (3) provides that interest shall be recovered for the postjudgment period only.

Dated: New York, New York
January 12, 1977

NATHAN, MANNHEIMER, ASCHE,
WINER & FRIEDMAN

By ______________________
A Member of the Firm
230 Park Avenue
New York, New York 10017
Tel: (212) 683-1771

KASS, GOODKIND, WECHSLER
& GERSTEIN

By ______________________
A Member of the Firm
122 East 42nd Street
New York, New York 10017
Tel: (212) 867-8570

IRVING STEINMAN, ESQ.

____
11 Park Place
New York, New York 10007

TO:

CLERK OF THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

DAVIS POLK & WARDWELL, ESQS.
Attorneys for Defendant,
THE BOEING COMPANY
One Chase Manhattan Plaza
New York, New York 10005

Service of TWO copies of the within
is admitted this 31st day of January 1977

Davis Polk

Attorneys for Appellees

Nathan, Mannheimer, Asche, Winer & Friedman
by Norman [illegible]
As Attorneys for Committee for ~~P~~ Plaintiffs Appellants

As Attorneys for Committee for Plaintiff Appellants

COPY RECEIVED
TIME 12 45 pm
JAN 31 1977
DAVIS POLK & WARDWELL